



**Oneida-Herkimer-Madison BOCES**  
4747 Middle Settlement Road • New Hartford, NY 13413  
[www.oneida-boces.org](http://www.oneida-boces.org)

**DATE:** May 4, 2026

**TO:** Cooperative Board Members  
Superintendents of Schools

Please be advised that the Regular Meeting of the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, will be held on Wednesday, May 13, 2026 at 4:30 p.m. in the Howard D. Mettelman Learning Center.

Respectfully,

A handwritten signature in blue ink that reads "Lori A. Wrobel".

Lori A. Wrobel  
Clerk of the Board

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## Oneida-Herkimer-Madison BOCES

4747 Middle Settlement Road • New Hartford, NY 13413

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# AGENDA

Cooperative Board Regular Meeting

**May 13, 2026 at 4:30 p.m.**

The Howard D. Mettelman Learning Center  
Middle Settlement Road, New Hartford, New York

- 4:30** I. Call to Regular Meeting to Order
- II. Pledge of Allegiance
- 4:35** III. Recognition
- 4:35** IV. Recognition of Visitors –
- 4:45** V. Communications
- A. From the Floor
- General questions from board members?
  - Commentary from board members?
- B. Correspondence
- 4:50** Training – Ferrara Fiorenza
- Policy 7201 Child Abuse in an Educational Setting
- 5:10** VI. Reports
- District Superintendent Update
- 5:20** VII. A. Approval of the Minutes of the Regular Meeting of April 15, 2026 (page 9)

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Cooperative Board Regular Meeting  
May 13, 2026  
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**5:20 VIII. EXECUTIVE SESSION**

Executive Session Items:

X	discussing the employment history of a particular person(s)
	discussing matters that may lead to the appointment of a particular person (or alternatively, a particular corporation)
	discussing collective negotiations pertaining to the ___ Union
X	discussing the (purchase) (sale) (lease) of a particular parcel of land, disclosure of which could affect the value of the property
	discussing the (administration) (preparation) (grading) of the _____ exam
	discussing proposed litigation
	discussing matters which could imperil public safety if disclosed

**6:20 IX. Approval of Consent Agenda (B., C., D.)**

B. Financial Report (page 27)

1. Acceptance of Report of the Treasurer, March 2026
2. Approval of 2025-2026 Budget Adjustment Report, March 2026

C. Personnel Report (page 47)

a. Retirements

1. Teaching/Certified Staff
2. Non-Instructional Classified Staff

b. Resignations

1. Teaching/Certified Staff
2. Non-Instructional/Classified Staff

c. Unpaid Leave(s) of Absence

1. Teaching/Certified Staff
2. Non-Instructional/Classified Staff

d. Appointments

1. Teaching Staff/Certified Staff
  - a. Recommendation for Probationary Appointment(s)
  - b. Recommendation for Tenure Appointment(s)

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2. Non-Instructional/Classified Staff
    - a. Recommendation for Probationary Appointment(s)
    - b. Recommendation for Part-Time Appointment(s)
    - c. Recommendation for Permanent Appointment(s) Non-Competitive Civil Service Title
  - e. Stipends
    1. Teaching/Certified Staff
      - a. Recommendation for additional Stipends
- D. Action Items (page 69)
1. Adoption of the BOCES 2026-2027 Budget
  2. Approval of Board Policies (**First Reading**)
    - 6700 Job Descriptions
    - 6702 Consultants
    - 7068 Limitations on the Use of Physical Restraint (and Time Out)  
[Replaces current Policy 7302]
    - 7102 Student Dismissal to Parent/Guardian
    - 7200 Reporting Possible Child Abuse or Maltreatment
    - 7201 Child Abuse in an Educational Setting
    - 7301 Loss or Destruction of OHM BOCES Property of Resources
    - 7302 Use of Time Out Rooms (Delete – Replace with 7068)
    - 7400 Education Records
    - 7401 Parental Access to Instructional Materials
    - 7601 Censorship of Non-School Student Publications
  3. Approval of Salary Increase Assistant School Lunch Director
  4. Approval of Food Service Salary Schedule
  5. Approval of the Award of the 7 Day Shelf Stable Meal Kit Bid – Summer 2026
  6. Approval of Center for Family Life and Recovery Contract
  7. Approval of Central New York Health Home Network Contract
  8. Approval of College Board AP Contract
  9. Approval of DREAM Consortium Agreement
  10. Approval of Hillside Children’s Center Contract
  11. Approval of Integrated Community Alternatives Network Contract

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12. Approval of TIM Academy Contract
13. Approval of Upstate Caring Partners, Inc. Contract
14. Approval of Upstate Caring Partners Holding Co (dba Root Farm)  
(UCPHC)
15. Approval of Utica Safe Schools Healthy Students Contract
16. Approval of Internal Auditing Services 2026-2027
17. Gift Acceptance from MotoWorld
18. Donation Acceptance from the Ed Wadas Foundation

**6:25** X. Board Topic(s)/Discussion Item(s)

**6:30** XI. Old Business

- Proposed Cooperative Board Meeting Dates for 2026-2027
- Cooperative Board Meeting times for 2026-2027

**6:40** XII. Adjournment

**Shoemaker Committee to convene immediately after Cooperative Board Meeting.**

TREASURER'S REPORT  
MAY 2026 BOARD MEETING

FOR THE MONTH ENDING MARCH 2026

BANK BALANCES BY FUND:

FUND	BANK	TYPE	BEGINNING BALANCE	PLUS RECEIPTS	MINUS DISBURSE	ENDING BALANCE
CAPITAL	JPM/CHASE	MMKT	8,485.46	10.09	-	8,495.55
GENERAL	JPM/CHASE	MMKT	3,974,780.82	10,557,628.72	7,657,757.19	6,874,652.15
GENERAL-MULTI C/C	JPM/CHASE	CHECK	3,089,481.39	7,518,861.57	7,645,701.92	2,962,641.04
GENERAL-MULTI C/R	JPM/CHASE	CHECK	81,315.14	9,733,412.65	9,000,051.22	814,676.57
GENERAL-LEARNING	JPM/CHASE	CHECK	4,662.22	-	-	4,662.22
GENERAL-MULTI C/R/NBT		MMKT	1,420.96	-	-	1,420.96
GENERAL FUND	MCB	MMKT	657,892.71	1,922.66	-	659,815.37
LUNCH-MULTI C/D	JPM/CHASE	CHECK	-	288,665.99	288,665.99	-
LUNCH-MULTI C/R	JPM/CHASE	CHECK	4,346.15	531.00	-	4,877.15
LUNCH C/R	JPM/CHASE	CHECK	15,780.79	16,540.45	30,000.00	2,321.24
LUNCH-MULTI C/R	NBT	MMKT	22,913.50	27,253.31	30,000.00	20,166.81
LUNCH FUND	MCB	MMKT	2,183,732.05	6,305.90	-	2,190,037.95
SPEC AID-MULTI C/R NBT		MMKT	-	-	-	-
SPEC AID-MULTI C/R	JPM/CHASE	CHECK	12,594.89	186,661.44	-	199,256.33
SPEC AID-MULTI C/D	JPM/CHASE	CHECK	-	10,175.99	10,175.99	-
TRUST/CM SCHOL NBT		MMKT	-	-	-	-
TRUST/CM SCHOL	JPM/CHASE	MMKT	68,461.97	981.91	-	69,443.88
EXTRA-CURR/CM	JPM/CHASE	MMKT	29,566.95	5,271.18	5,659.05	29,179.08
TOTAL CASH			10,155,434.80	28,354,222.86	24,668,011.36	13,841,646.30

TOTAL CASH BY FUND:

CAPITAL	8,495.55
GENERAL	11,317,868.31
SCHOOL LUNCH	2,217,403.15
SPECIAL AID	199,256.33
SCHOLARSHIPS	69,443.88
EXTRA-CURRICULAR	29,179.08
<b>TOTAL</b>	<b>13,841,646.30</b>

TOTAL CASH BY BANK:

MCB	2,849,853.32
JPM/CHASE	10,970,205.21
NBT	21,587.77
<b>TOTAL</b>	<b>13,841,646.30</b>

CHECKING RECONCILIATION:

BANK BALANCE	OUTSTANDING CHECKS/DIT	ENDING BALANCE
5,041,556.18	2,078,915.14	2,962,641.04

31,094.54      1,915.46      29,179.08

CERTIFICATION:

THIS IS TO CERTIFY THAT THE FOREGOING TREASURER'S REPORT IS TRUE TO THE BEST OF MY KNOWLEDGE INFORMATION AND BELIEF.

*Christine Turczyn*  
CHRISTINE TURCZYN TREASURER  
*Connor Utesch*  
CONNOR UTESCH DEPUTY TREASURER

IX B.1.  
Acceptance of Report of  
the Treasurer, March 2026  
May 13, 2026

TREASURER'S REPORT SUMMARY  
MAY 2026 BOARD MEETING  
FOR THE MONTH ENDING MARCH 2026

TOTAL CASH BY FUND AS OF:		March 31, 2026
CAPITAL		8,495.55
GENERAL		11,317,868.31
SCHOOL LUNCH		2,217,403.15
SPECIAL AID		199,256.33
SCHOLARSHIPS		69,443.88
EXTRA-CURRICULAR		29,179.08
		13,841,646.30

GENERAL FUND

REVENUE STATUS AS OF:						March 31, 2026
Original Estimate	Adjustments	Current Estimate	Year to Date	Anticipated Balance	Excess Revenue	
102,308,508.37	17,511,586.14	119,820,094.51	83,202,406.34	36,108,093.75	1,305,343.89	

BUDGET STATUS AS OF:						March 31, 2026
Initial Appropriation	Adjustments	Current Appropriations	Year to Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
102,308,508.37	17,511,586.14	119,820,094.51	67,022,897.12	36,014,247.00	16,782,950.39	

SCHOOL LUNCH FUND

REVENUE STATUS AS OF:						March 31, 2026
Original Estimate	Adjustments	Current Estimate	Year to Date	Anticipated Balance	Excess Revenue	
8,946,750.00	128,858.40	9,075,608.40	5,491,138.32	3,602,759.53	18,289.45	

BUDGET STATUS AS OF:						March 31, 2026
Initial Appropriation	Adjustments	Current Appropriations	Year to Date Expenditures	Encumbrance Outstanding	Unencumbered Balance	
8,946,750.00	128,858.40	9,075,608.40	4,246,072.43	2,185,980.85	2,643,555.12	

ADJUSTMENTS OVER 10%

CODE	\$ CHANGE	EXPLANATION
A109 Occup, Ed./Madison BOCES	(22,472)	Adjustments to actual attendance for Remsen & Whitesboro
A205 Option II/Madison BOCES	58,983	Madison Oneida BOCES Special Education Reports Adjustment to Actual
A224 Life Skills 12:1:3/Herkimer BOCES	(34,615)	Herkimer BOCES Special Education Reports Adjustment to Actual
A332 Curriculum Supervision	12,826	Curriculum Supervision for Districts
A405 Performing Arts	61,299	Increased usage of performing arts service - HP, NH, NYM, & SV
A479 DL-Synergy Virtual HS/CITI BOCES	(6,261)	CITI BOCES Enrollment Adjustment - HP & NH
A520 School Curriculum/Madison BOCES	260	Workshop Registration fee - Remsen
A640 Drug Testing/Jeff-Lewis BOCES	3,323	Usage of Jefferson-Lewis BOCES drug testing service January-March 2026 - BR, NYM, & OR

ONEIDA-HERKIMER-MADISON BOCES  
TREASURER'S REPORT  
EXTRA-CURRICULAR FUND

BOARD MEETING PRESENTATION  
March 31, 2026

CHECKING ACCOUNT - NBT BANK		CLUB ACCOUNT BALANCES	
BALANCE: BEGINNING OF THE MONTH	\$ 29,566.95	FUTURE FARMERS OF AMERICA	\$ 12,765.09
PLUS: RECEIPTS	5,271.18	SKILLS USA	4,604.72
LESS: EXPENDITURES	(5,659.05)	P-TECH	11,808.27
BALANCE: END OF MONTH	<u>29,179.08</u>	SALES TAX	\$ -
BANK RECONCILIATION		ACCOUNT TOTALS, END OF MONTH	<u>\$ 29,178.08</u>
BALANCE PER BANK STATEMENT	\$ 31,094.54		
PLUS: DEPOSITS IN TRANSIT	\$ -		
LESS: OUTSTANDING CHECKS	<u>(1,915.46)</u>		
RECONCILED BALANCES	<u>\$ 29,179.08</u>		
CASH: END OF MONTH	\$ 29,179.08	CASH: END OF MONTH	<u>\$ 29,178.08</u>

CERTIFICATION: THIS IS TO CERTIFY THAT THE FOREGOING TREASURER'S REPORT IS TRUE TO THE BEST OF MY KNOWLEDGE, INFORMATION, & BELIEF.

*Conna T. Wessel*

TREASURER, EXTRA-CURRICULAR ACTIVITY FUND

RECONCILING ITEMS		OUTSTANDING CHECKS	
DEPOSITS IN TRANSIT	AMOUNT	CHECK NUMBER	AMOUNT
		1280	60.65
		1329	50.00
		1332	50.00
		1369	120.00
		1429	125.00
		1433	50.00
		1472	5.00
		1474	45.00
		1497	100.00
		1511	304.74
		1513	570.00
		1514	79.94
		1517	106.10
		1519	249.03
			<u>1,915.46</u>
TOTAL	<u>                    </u>		

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
001 ADMINISTRATIVE COSER			4,537,170.26	9,242.55	4,546,412.81	2,559,453.43	2,525,148.58	547,431.75
002 CAPITAL/RENT EXPENDITURES			3,434,826.14	-89,151.96	3,345,674.18	2,356,202.41	989,471.77	0.00
101 OCCUPATIONAL EDUCATION			10,000,666.00	-380,389.55	9,620,276.45	6,707,712.60	2,863,192.52	0.00
102 ADULT EDUCATION			46,599.35	0.00	46,599.35	32,619.55	13,979.80	0.00
103 SECONDARY OCC ED/MADISON BOCES			0.00	11,943.00	11,943.00	5,971.50	5,971.50	0.00
107 CTE-HANDICAPPED			811,906.00	158,463.46	970,369.46	688,864.73	274,699.34	0.00
109 OCC. ED/MADISON BOCES XC			44,412.00	-21,940.00	22,472.00	15,735.36	6,741.60	4.96
201 8:1:2 PROGRAM			8,743,139.75	-1,533,701.58	7,209,438.17	5,212,082.02	1,954,694.07	60.03
202 INTENSE MGMT NEEDS/MADISON BOCES			138,754.00	11,394.45	150,148.45	125,710.43	30,374.49	5,936.47
204 12:1:1 MILD/MODERATE PROGRAM			2,396,487.95	-313,526.95	2,082,961.00	1,490,666.35	562,851.60	0.00
205 SPECIAL CLASS: OPTION 2/MADISON BOCE			342,200.00	55,735.93	397,935.93	263,438.91	152,235.37	17,738.35
206 TRANSITIONAL PLNG & IMPLEMENTATION			1,005,306.00	700,259.10	1,705,565.10	1,178,074.05	527,491.05	0.00
209 12:1:4 DEV/MD PROGRAM			7,773,978.89	696,709.53	8,470,688.42	5,859,569.83	2,583,004.57	0.00
214 SPECIAL ED. OPTION III/MADISON BOCES			201,388.00	244,477.12	445,865.12	307,636.14	140,769.17	2,540.19
216 6:1:2 PROGRAM			1,348,769.55	429,768.75	1,778,538.30	1,135,328.70	633,642.87	0.00
222 SPECIAL CLASS: OPTION 3/MADISON BOCE			363,815.00	-363,815.00	0.00	19,581.16	0.00	19,581.16
224 LIFE SKILLS 12:1:3/HERKIMER BOCES			0.00	13,598.75	13,598.75	27,550.72	0.00	13,951.97
225 ELEM IMN 6:1:2:5/MADISON			667,382.00	-333,489.00	333,893.00	253,350.76	100,167.90	19,625.66
226 STAFFING 1:12:1/HERKIMER BOCES			0.00	30,478.28	30,478.28	7,619.57	22,858.71	0.00
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOC			691,978.00	-528,959.66	163,018.34	120,777.39	49,723.67	7,482.72
229 ELEMENTARY AUTISM/MADISON BOCES			0.00	341,098.27	341,098.27	229,871.19	111,227.08	0.00
230 INTENSE MGMT NEED/MADISON BOCES			249,113.00	146,817.00	395,930.00	264,652.33	148,965.08	17,687.41
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCE			119,675.00	238,251.00	357,926.00	229,382.69	140,799.95	12,256.64
234 ELEMENTARY 12:1:3/MADISON BOCES			0.00	217,109.00	217,109.00	146,067.63	79,008.26	7,986.89
303 ART			275,280.00	-21,181.13	254,098.87	176,638.00	75,702.00	0.00
305 GUIDANCE			238,288.00	-68,107.01	180,180.99	125,101.20	53,614.80	0.00
306 TECHNOLOGY			98,583.80	1,034.58	99,618.38	69,008.66	29,575.14	0.00
307 ENGLISH			92,027.00	-91,740.06	286.94	0.00	0.00	0.00
308 PHYSICAL EDUCATION			57,882.50	1,422.47	59,304.97	36,176.56	21,705.94	0.00
310 NURSE PRACTITIONER			402,464.70	-8,432.24	394,032.46	271,569.10	119,343.50	0.00
312 SCHOOL PHYSICIAN			67,510.24	-3,747.00	63,763.24	44,634.38	19,128.86	0.00
313 SCHOOL PSYCHOLOGIST			344,636.00	19,495.12	364,131.12	250,529.58	108,961.42	0.00
314 SCHOOL SOCIAL WORKER			243,808.00	-22,891.64	220,916.36	148,113.36	71,313.84	0.00
315 SPEECH IMPROVEMENT			1,000,642.50	-70,399.19	930,243.31	638,383.69	269,577.11	0.00
316 VISUALLY IMPAIRED			126,731.25	-2,635.44	124,095.81	86,726.45	36,625.31	0.00
318 DEAF			154,658.13	21,564.38	176,222.51	121,130.63	54,119.37	0.00
321 PHYS. THERAPY			181,692.00	1,167.52	182,859.52	127,184.40	54,507.60	0.00
322 OCCUPATIONAL THERAPY			260,843.10	2,117.51	262,960.61	182,590.17	78,252.93	0.00
325 HOME ECONOMICS			66,648.00	298.52	66,946.52	46,653.60	19,994.40	0.00
326 ENGLISH/SECOND LANG. INTSR.			626,846.00	1,662.96	628,508.96	437,978.12	186,588.44	0.00

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
332	CURRICULUM SUPERVISION COORDINATION		0.00	120,803.79	120,803.79	59,173.87	61,629.92	0.00
337	SPANISH		0.00	50,100.80	50,100.80	33,400.54	16,700.26	0.00
338	MUSIC TEACHER		299,821.20	1,047.02	300,868.22	209,874.84	89,946.36	0.00
346	AUDIOLOGY/OSWEGO BOCES		211,024.44	31,644.83	242,669.27	177,054.16	76,215.33	10,600.22
349	SPEECH/HERKIMER BOCES		0.00	1,336.50	1,336.50	1,336.50	0.00	0.00
350	OCC. THERAPY/HERK. BOCES		0.00	7,304.15	7,304.15	2,786.78	4,517.37	0.00
351	PHYS THERAPY/HERK. BOCES		0.00	1,487.75	1,487.75	1,487.75	0.00	0.00
352	TEACH. AIDE 1:/HERK. BOCES		0.00	10,453.60	10,453.60	10,453.60	0.00	0.00
355	GENERAL SUPERVISION COORDINATION		96,885.60	57,926.65	154,812.25	103,774.32	50,406.48	0.00
357	BILINGUAL/ESL ITINERANT MADISON BOCE		0.00	49,480.00	49,480.00	35,071.23	14,844.00	435.23
402	EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		20,377.50	1,947.00	22,324.50	15,562.27	6,762.23	0.00
405	PERFORMING ARTS		456,362.50	106,266.73	562,629.23	345,663.17	219,610.77	2,840.92
408	ALTERNATIVE EDUCATION		8,346,017.50	-369,620.37	7,976,397.13	5,587,933.47	2,346,001.63	3,574.10
410	HOSPITAL BASED/ONONDAGA BOCES		8,856.00	2,474.00	11,330.00	7,980.30	3,572.25	222.55
415	PORTABLE PLANETARIUM		15,675.00	10,708.00	26,383.00	16,473.63	9,909.37	0.00
417	GED - EA - MADISON BOCES		142,351.04	3,598.96	145,950.00	100,847.07	45,102.96	0.03
420	REGIONAL PROGRAM EXCELLENCE		160,950.00	32,119.17	193,069.17	132,352.50	60,097.50	0.00
426	DISTANCE LEARNING/MADISON BOCES		852,947.50	143,972.64	996,920.14	730,440.82	329,684.84	63,205.52
428	SUMMER SCHOOL		1,021,124.00	649,536.01	1,670,660.01	1,084,315.86	588,557.14	2,797.00
438	DISTANCE LEARNING		1,971,808.20	53,182.69	2,024,990.89	1,291,602.50	569,126.35	0.00
461	DISTANCE LEARNING/CAPITAL REGION BOC		9,828.13	-9,828.13	0.00	0.00	0.00	0.00
462	EXPLORATORY ENRICHMENT/MONROE 2		0.00	0.00	0.00	81,119.61	0.00	81,119.61
464	BRIGHT FUTURE ACADEMY/MADISON BOCES		0.00	50,556.00	50,556.00	37,546.76	15,293.36	2,284.12
479	DL SYNERGY VIRTUAL HS/CITI BOCES		49,470.00	7,174.50	56,644.50	46,704.16	21,110.88	11,170.54
480	Early College Access - Dual Credit		226,338.00	5,068.80	231,406.80	161,333.06	70,073.74	0.00
502	EDUCATIONAL COMMUNICATIONS		1,208,695.43	47,164.21	1,255,859.64	841,248.22	351,743.36	37,537.34
504	TECHNICAL REPAIR SERVICE		1,124,749.90	1,922.01	1,126,671.91	719,172.03	375,180.87	0.00
505	PRINTING		1,658,000.00	380,198.05	2,038,198.05	1,266,323.69	744,963.57	0.00
509	SCH. CURR./CAYUGA BOCES		33,273.72	-210.86	33,062.86	23,832.99	9,904.81	674.94
510	LEARNING TECHNOLOGY		3,630,688.80	811,344.54	4,442,033.34	2,420,994.66	1,261,420.84	0.00
511	SCH. CURR./CAPITAL REGION		10,489.80	-7,294.80	3,195.00	2,236.50	958.50	0.00
513	SCH CURR./FRANKLIN BOCES		0.00	495.00	495.00	309.38	185.62	0.00
514	MODEL SCHOOLS-MADISON BOCES		278,306.00	67,799.80	346,105.80	246,716.91	104,392.14	5,003.25
515	COMMON LEARNING OBJ-MADISON BOCES		3,591,248.80	2,727,925.49	6,319,174.29	5,761,267.44	578,618.44	20,711.59
518	SCIENCE KITS		1,392,129.00	-42,600.35	1,349,528.65	916,479.50	428,291.20	0.00
520	SCH CURR./MADISON BOCES		0.00	440.00	440.00	138.23	337.14	35.37
521	SCHOOL CURRICULUM IMPROVEMENT SERVIC		2,381,673.17	117,001.17	2,498,674.34	1,691,448.06	797,735.69	251.00
528	SCH CURR./ONONDAGA BOCES		0.00	115.00	115.00	126.81	57.49	69.30
531	SCH. CURRIC/WSWHE BOCES		0.00	1,180.00	1,180.00	590.01	589.99	0.00
532	SDP/ADMIN/GRATER SOUTH. TIER BOCES		0.00	0.00	0.00	102.16	0.00	102.16

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
538	MODEL SCHOOLS		146,534.00	1,515.07	148,049.07	102,573.80	43,960.20	0.00
540	STAFF DEV/DELAWARE BOCES		0.00	19,887.50	19,887.50	12,093.77	7,793.73	0.00
542	SCH CURR/JEFF-LEWIS BOCES		0.00	3,215.22	3,215.22	2,250.65	964.57	0.00
543	HRD/SFTWARE/OSWEGO BOCES		13,728.47	21,096.38	34,824.85	24,229.88	10,870.11	275.14
545	COMMUNITY SCHOOL RESOURCES		5,436,590.50	10,369,761.62	15,806,352.12	10,394,937.79	5,178,565.73	0.00
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES		2,830.00	415.35	3,245.35	2,446.59	1,003.65	204.89
549	SEC III INTERSCHOLASTIC SPORTS/OCM B		81,135.47	129.03	81,264.50	70,814.54	24,379.35	13,929.39
555	SUPERINTENDENT EVAL/ERIE 2 BOCES		7,939.48	582.52	8,522.00	5,774.95	3,046.83	299.78
560	CPSE		192,469.50	1,254.11	193,723.61	134,728.65	57,740.85	0.00
570	HOME SCHOOL COORDINATION/MADISON BOC		0.00	3,228.00	3,228.00	2,324.22	968.40	64.62
573	INSTR TECHNOLOGY/CAP REGION BOCES		3,259.75	-3,259.75	0.00	0.00	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)		734,820.75	10,147.44	744,968.19	521,172.36	220,153.24	0.00
575	VOCATIONAL ASSESSMENT		4,750.00	0.00	4,750.00	3,325.00	1,425.00	0.00
576	LIBRARY MEDIA SERVICE		903,963.69	8,876.59	912,840.28	634,790.90	274,638.62	166.86
578	LIBRARY AUTOMATION - MADISON BOCES		168,945.00	6,599.50	175,544.50	122,588.20	53,361.03	404.73
581	GRANT WRITING SVE/CAPITAL REG BOCES		0.00	20,760.05	20,760.05	14,532.04	6,228.01	0.00
586	LEARNING TECHNOLOGY/CAYUGA BOCES		0.00	100,640.32	100,640.32	72,433.82	30,966.35	2,759.85
587	SUPER EVAL/DCMO BOCES		0.00	9,462.15	9,462.15	4,731.08	4,731.07	0.00
601	COMPUTER SERVICES - MADISON BOCES		11,715,859.44	1,292,356.41	13,008,215.85	9,684,945.21	3,525,366.58	212,095.94
602	NEGOTIATIONS - MADISON BOCES		211,962.00	19,346.15	231,308.15	161,382.92	71,009.52	1,084.29
603	SCHOOL COMMUNICATIONS		932,560.00	344,572.54	1,277,132.54	881,534.19	387,262.61	0.00
604	CENTRAL BUSINESS OFFICE		526,234.60	-15,287.63	510,946.97	357,705.59	153,838.75	970.74
607	STAFF DEVELOPMENT - BUS DRIVERS		0.00	5,959.06	5,959.06	3,739.72	2,219.34	0.00
609	PLANNING SER: MANAGEMENT OCM BOCES		58,010.00	7,243.00	65,253.00	45,713.63	19,539.37	0.00
610	TELEPHONE INTERCONNECT		684,485.25	286,807.27	971,292.52	552,128.09	237,648.49	0.00
611	REGIONAL BUS MAINTENANCE-MADISON BOC		175,000.00	0.00	175,000.00	128,020.95	52,500.00	5,520.95
612	HEALTH COORDINATION/HERKIMER BOCES		12,898.26	344.20	13,242.46	9,258.25	3,984.21	0.00
615	POLICY PLANNING ERIE I		13,908.84	663.94	14,572.78	10,200.96	4,371.82	0.00
616	EMPLOYEE ASSISTANCE PROGRAM		22,080.00	0.00	22,080.00	15,456.00	6,624.00	0.00
618	EMPLOYEE BENEFIT COORDINATION		108,060.00	56.63	108,116.63	75,642.00	32,418.00	0.00
620	SAFETY COORDINATOR		986,285.40	36,703.22	1,022,988.62	697,628.95	304,825.37	0.00
621	COORDINATION OF INSURANCE MANAGEMENT		7,625.00	2.01	7,627.01	5,337.50	2,287.50	0.00
622	REGIONAL BUS RADIOS - MADISON BOCES		10,168.00	255,971.28	266,139.28	187,318.26	82,378.78	3,557.76
623	STATE AID PLANNING - QUESTAR III BOC		43,020.00	864.00	43,884.00	30,714.00	13,170.00	0.00
625	SUBSTITUTE TEACHER SERVICE		178,861.25	2,453.95	181,315.20	125,071.65	53,602.10	0.00
626	CENTRAL SCHOOL FOOD MANAGEMENT		1,283,349.79	121,022.09	1,404,371.88	955,522.92	441,212.20	970.74
627	RECORDS RETENTION		114,750.00	19,552.57	134,302.57	93,370.05	40,926.45	0.00
628	TELECOMMUNICATIONS		319,554.08	15,821.27	335,375.35	375,559.87	95,866.16	136,943.19
631	COOPERATIVE BID/MAD. BOCES		63,362.00	2,093.65	65,455.65	47,896.16	19,636.68	2,077.19
633	GASB 45 PLNG/QUESTAR III		21,921.00	740.00	22,661.00	15,858.64	6,802.36	0.00

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.

These are estimates to balance the budget

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date	Anticipated Balance	Excess Revenue
634 STAFF DEV BD OF ED - HERKIMER BOCES			15,422.11	707.89	16,130.00	11,267.33	4,862.67	0.00
636 GASB 45 PLANNING/CLINTON-ESSEX			17,670.00	-4,995.00	12,675.00	8,943.15	3,802.50	70.65
637 FIXED ASSET INVENTORY/QUESTAR III			32,331.00	62,712.00	95,043.00	39,356.18	55,686.82	0.00
639 TRANSP./MADISON BOCES			0.00	598.00	598.00	2,258.16	224.25	1,884.41
640 DRUG TESTING/JEFF-LEWIS BOCES			12,097.75	5,426.87	17,524.62	9,619.73	7,904.89	0.00
641 ON-LINE APPL./PUTNAM BOCES			44,431.88	739.49	45,171.37	31,616.22	13,555.15	0.00
645 INFINITE CAMPUSIE: SUFFOLK BOCES			1,150.00	511.75	1,661.75	1,146.07	538.93	23.25
646 MEDICAID REIMBURSEMENT/MADISON BOCES			29,467.17	2,775.18	32,242.35	24,428.92	10,688.25	2,874.82
647 PLANNING SERVICE/MADISON BOCES			0.00	0.00	0.00	38.20	0.00	38.20
649 ACA COMPLIANCE/MADISON BOCES			18,399.30	-690.98	17,708.32	12,546.64	5,312.48	150.80
650 TESTING - NYS ALT ADMT-CAP REGION B			12,138.00	-163.62	11,974.38	7,982.92	3,991.46	0.00
651 SCRIC/BROOME BOCES			75,383.68	313.68	75,697.36	53,176.56	22,709.12	188.32
655 SPECIAL ED AID ASSISTANCE SVC/QUESTA			33,610.00	30,972.48	64,582.48	45,204.91	19,377.57	0.00
656 EMPLOYEE RELATIONS/ONC BOCES			19,716.00	26,971.50	46,687.50	29,317.77	18,285.94	916.21
657 PROJECT WORK/CAPITAL REGION BOCES			28,485.00	-28,485.00	0.00	0.00	0.00	0.00
658 COOP BID/DCMO BOCES			24,936.20	-1,452.53	23,483.67	18,834.41	7,045.08	2,395.82
659 TIER 4 ENHANCED/CAP REGION BOCES			232,634.25	-232,634.25	0.00	0.00	0.00	0.00
660 EMPLOYEE ASSISTANCE/DCMO BOCES			0.00	9,526.50	9,526.50	6,668.55	2,857.95	0.00
661 WEB HOSTING/CAPITAL REGION BOCES			8,828.00	-4,215.00	4,613.00	3,229.10	1,383.90	0.00
662 COMPUTER MANAGEMENT/S.WESTCHESTER BO			71,437.17	20,697.28	92,134.45	62,662.30	29,472.15	0.00
663 TRANSPORT PLANNING/FRANKLIN ESSEX BO			21,700.00	1,302.00	23,002.00	16,101.40	6,900.60	0.00
664 DATA ANALYTICS/CLINTON-ESSEX BOCES			0.00	12,650.00	12,650.00	9,405.68	3,795.00	550.68
665 MEDICAID REIMBURSEMENT SERVICE/QUEST			0.00	2,500.00	2,500.00	625.00	1,875.00	0.00
679 PLANNING SERVICE/ERIE 2 BOCES			66,550.00	0.00	66,550.00	46,610.68	19,965.00	25.68
<b>Total GENERAL FUND</b>			<b>102,308,508.37</b>	<b>17,511,586.14</b>	<b>119,820,094.51</b>	<b>83,202,406.34</b>	<b>36,108,093.75</b>	<b>1,305,343.89</b>

Selection Criteria

Criteria Name: Shared: REV RPT FOR BD/MONTH Modified

As Of Date: 03/31/2026

Suppress revenue accounts with no activity

Print Summary Only

Sort by: Fund/CoSer

Printed by CHRISTINE J. TURCZYN

\* Estimated revenue for Carryover Encumbrances from the prior fiscal year will not be realized.  
These are estimates to balance the budget

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
001 ADMINISTRATIVE COSER		4,285,428.48	9,242.55	4,294,671.03	1,121,512.64	649,776.07	2,523,382.32
002 CAPITAL/RENT EXPENDITURES		3,434,826.14	-89,151.96	3,345,674.18	3,163,738.10	181,935.40	0.68
101 OCCUPATIONAL EDUCATION		7,714,175.67	-468,382.43	7,245,793.24	3,577,213.14	3,326,852.28	341,727.82
103 SECONDARY OCC ED/MADISON BOCES		0.00	11,943.00	11,943.00	5,118.42	1,706.15	5,118.43
107 CTE-HANDICAPPED		1,046,619.00	158,463.46	1,205,082.46	550,454.96	543,254.01	111,373.49
109 OCC. ED./MADISON BOCES XC		44,412.00	-21,940.00	22,472.00	13,483.20	2,247.20	6,741.60
201 8:1:2 PROGRAM		5,569,263.05	-1,087,529.41	4,481,733.64	2,061,530.73	2,273,453.54	146,749.37
202 INTENSE MGMT NEEDS/MADISON BOCES		138,754.00	11,394.45	150,148.45	101,700.42	12,112.02	36,336.01
204 12:1:1 MILD/MODERATE PROGRAM		1,250,121.01	-8,663.89	1,241,457.12	555,670.12	674,721.61	11,065.39
205 SPECIAL CLASS: OPTION 2/MADISON BOCES		342,200.00	55,735.93	397,935.93	204,263.27	45,854.38	147,818.28
206 TRANSITIONAL PLNG & IMPLEMENTATION		942,708.00	700,259.10	1,642,967.10	807,937.80	158,809.20	676,220.10
209 12:1:4 DEV/MD PROGRAM		4,008,490.98	226,857.01	4,235,347.99	1,908,542.63	2,059,707.90	267,097.46
214 SPECIAL ED. OPTION III/MADISON BOCES		201,388.00	244,477.12	445,865.12	262,975.37	45,722.45	137,167.30
216 6:1:2 PROGRAM		927,046.34	456,879.54	1,383,925.88	397,344.23	385,282.56	601,299.09
222 SPECIAL CLASS: OPTION 3/MADISON BOCES		363,815.00	-363,815.00	0.00	0.00	0.00	0.00
224 LIFE SKILLS 12:1:3/HERKIMER BOCES		0.00	13,598.75	13,598.75	24,106.88	0.00	-10,508.13
225 ELEM IMN 6:1:2.5/MADISON		667,382.00	-333,489.00	333,893.00	200,335.80	33,389.30	100,167.90
226 STAFFING 1:12:1/HERKIMER BOCES		0.00	30,478.28	30,478.28	6,095.66	0.00	24,382.62
228 SKILLS DEV-ELEM (12:1:1)/MADISON BOCES		691,978.00	-528,959.66	163,018.34	95,850.95	16,791.86	50,375.53
229 ELEMENTARY AUTISM/MADISON BOCES		0.00	341,098.27	341,098.27	191,880.60	37,305.94	111,911.73
230 INTENSE MGMT NEED/MADISON BOCES		249,113.00	146,817.00	395,930.00	210,422.99	46,376.76	139,130.25
232 AUTISM-SECONDARY(6:1:1)/MADISON BOCES		119,675.00	238,251.00	357,926.00	177,785.67	45,035.09	135,105.24
234 ELEMENTARY 12:1:3/MADISON BOCES		0.00	217,109.00	217,109.00	119,473.30	24,408.94	73,226.76
303 ART		307,451.00	1,758.87	309,209.87	134,732.96	108,537.30	65,939.61
305 GUIDANCE		217,724.00	61,036.99	278,760.99	122,832.22	123,582.66	32,346.11
306 TECHNOLOGY		147,377.40	1,034.58	148,411.98	77,222.08	70,036.92	1,152.98
307 ENGLISH		86,321.00	-86,034.06	286.94	0.00	0.00	286.94
308 PHYSICAL EDUCATION		108,910.00	1,422.47	110,332.47	23,014.93	32,793.66	54,523.88
310 NURSE PRACTITIONER		422,507.01	21,379.96	443,886.97	217,163.94	216,313.40	10,409.63
312 SCHOOL PHYSICIAN		73,581.41	-3,747.00	69,834.41	41,434.19	17,757.46	10,642.76
313 SCHOOL PSYCHOLOGIST		589,728.06	6,632.80	596,360.86	296,802.70	257,334.58	42,223.58
314 SCHOOL SOCIAL WORKER		234,507.10	-559.15	233,947.95	109,430.89	110,612.87	13,904.19
315 SPEECH IMPROVEMENT		981,800.50	-62,398.19	919,402.31	442,992.28	467,029.16	9,380.87
316 VISUALLY IMPAIRED		120,649.97	-2,635.44	118,014.53	47,898.16	55,840.32	14,276.05
318 DEAF		148,158.13	21,564.38	169,722.51	76,731.08	89,966.92	3,024.51
321 PHYS. THERAPY		175,062.35	6,028.84	181,091.19	85,759.66	90,582.78	4,748.75
322 OCCUPATIONAL THERAPY		250,320.10	4,165.82	254,485.92	118,309.73	132,750.64	3,425.55
325 HOME ECONOMICS		94,968.00	298.52	95,266.52	34,513.68	26,457.26	34,295.58
326 ENGLISH/SECOND LANG. INTSR.		653,160.40	-9,734.24	643,426.16	277,155.94	283,539.44	82,730.78
332 CURRICULUM SUPERVISION COORDINATION		0.00	120,803.79	120,803.79	117,647.70	0.00	3,156.09

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2026

Fiscal Year: 2026

Fund: A GENERAL FUND

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
337 SPANISH		0.00	44,600.80	44,600.80	14,997.84	7,214.37	22,388.59
338 MUSIC TEACHER		386,336.20	-106,031.98	280,304.22	102,333.50	101,371.20	76,599.52
345 SHARED BUSINESS OFFICIAL		0.00	0.00	0.00	12,900.79	0.00	-12,900.79
346 AUDIOLOGY/OSWEGO BOCES		211,024.44	31,644.83	242,669.27	123,340.63	21,590.76	97,737.88
349 SPEECH/HERKIMER BOCES		0.00	1,336.50	1,336.50	1,336.50	0.00	0.00
350 OCC. THERAPY/HERK. BOCES		0.00	7,304.15	7,304.15	2,509.37	0.00	4,794.78
351 PHYS THERAPY/HERK. BOCES		0.00	1,487.75	1,487.75	1,487.75	0.00	0.00
352 TEACH. AIDE 1:1/HERK. BOCES		0.00	10,453.60	10,453.60	10,453.60	0.00	0.00
355 GENERAL SUPERVISION COORDINATION		94,885.60	57,926.65	152,812.25	52,766.40	67,243.54	32,802.31
357 BILINGUAL/ESL ITINERANT MADISON BOCES		0.00	49,480.00	49,480.00	29,688.00	4,948.00	14,844.00
402 EXPLOR. ENRICHMENT/JEFF LEWIS BOCES		20,377.50	1,947.00	22,324.50	22,324.50	0.00	0.00
405 PERFORMING ARTS		417,061.63	132,005.94	549,067.57	318,416.99	145,772.08	84,878.50
408 ALTERNATIVE EDUCATION		7,195,656.88	-371,432.16	6,824,224.72	3,474,883.51	3,579,889.38	-230,548.17
410 HOSPITAL BASED/ONONDAGA BOCES		8,856.00	2,474.00	11,330.00	8,140.00	1,650.00	1,540.00
415 PORTABLE PLANETARIUM		10,225.00	10,708.00	20,933.00	5,226.18	2,664.35	13,042.47
416 TUTORING/MONROE I BOCES		0.00	0.00	0.00	324.44	0.00	-324.44
417 GED - EA - MADISON BOCES		142,351.04	3,598.96	145,950.00	86,269.51	14,920.13	44,760.36
420 REGIONAL PROGRAM EXCELLENCE		150,366.65	32,119.17	182,485.82	85,919.40	82,929.88	13,636.54
426 DISTANCE LEARNING/MADISON BOCES		852,947.50	143,972.64	996,920.14	572,721.03	106,049.82	318,149.29
428 SUMMER SCHOOL		984,536.57	649,536.01	1,634,072.58	842,821.45	40,395.38	750,855.75
438 DISTANCE LEARNING		1,879,697.17	53,182.69	1,932,879.86	991,215.05	757,071.13	184,593.68
461 DISTANCE LEARNING/CAPITAL REGION BOCES		9,828.13	-9,828.13	0.00	0.00	0.00	0.00
464 BRIGHT FUTURE ACADEMY/MADISON BOCES		0.00	50,556.00	50,556.00	30,333.60	5,055.60	15,166.80
479 DL SYNERGY VIRTUAL HS/CITI BOCES		49,470.00	7,174.50	56,644.50	30,835.13	6,770.59	19,038.78
480 Early College Access - Dual Credit		242,298.00	5,068.80	247,366.80	59,529.04	233,439.13	-45,601.37
502 EDUCATIONAL COMMUNICATIONS		1,204,790.43	47,164.21	1,251,954.64	522,741.36	356,864.68	372,348.60
504 TECHNICAL REPAIR SERVICE		1,401,039.90	2,042.54	1,403,082.44	721,642.56	518,927.74	162,512.14
505 PRINTING		1,682,248.00	382,245.34	2,064,493.34	1,010,027.12	694,382.82	360,083.40
509 SCH. CURR./CAYUGA BOCES		33,273.72	-210.86	33,062.86	19,837.68	3,306.33	9,918.85
510 LEARNING TECHNOLOGY		3,455,420.40	869,026.47	4,324,446.87	2,288,429.66	1,649,173.79	386,843.42
511 SCH. CURR./CAPITAL REGION		10,489.80	-7,294.80	3,195.00	3,195.00	0.00	0.00
513 SCH CURR./FRANKLIN BOCES		0.00	495.00	495.00	495.00	0.00	0.00
514 MODEL SCHOOLS-MADISON BOCES		278,306.00	67,799.80	346,105.80	207,183.14	34,730.67	104,191.99
515 COMMON LEARNING OBJ-MADISON BOCES		3,591,248.80	2,727,925.49	6,319,174.29	5,175,541.83	291,368.64	852,263.82
518 SCIENCE KITS		1,265,957.00	-42,600.35	1,223,356.65	662,934.16	340,456.90	219,965.59
520 SCH CURR./MADISON BOCES		0.00	440.00	440.00	90.00	87.50	262.50
521 SCHOOL CURRICULUM IMPROVEMENT SERVICE		2,389,409.69	91,260.96	2,480,670.65	1,172,284.66	552,713.83	755,672.16
528 SCH CURR./ONONDAGA BOCES		0.00	115.00	115.00	115.00	0.00	0.00
531 SCH. CURRIC/MSWHE BOCES		0.00	1,180.00	1,180.00	1,180.00	0.00	0.00
538 MODEL SCHOOLS		333,971.00	1,515.07	335,486.07	204,069.79	123,555.85	7,860.43

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2026

Fiscal Year: 2026

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
540	STAFF DEV/DELAWARE BOCES	0.00	19,887.50	19,887.50	10,707.34	0.00	9,180.16
542	SCH CURR/JEFF-LEWIS BOCES	0.00	3,215.22	3,215.22	0.00	0.00	3,215.22
543	HRD/SFTWARE/OSWEGO BOCES	13,728.47	21,096.38	34,824.85	12,749.44	1,061.76	21,013.65
545	COMMUNITY SCHOOL RESOURCES	5,597,115.50	10,369,740.82	15,966,856.32	10,092,984.33	5,287,031.14	586,840.85
547	CDOS CREDENTIAL MGT SYS OSWEGO BOCES	2,830.00	415.35	3,245.35	3,245.35	0.00	0.00
549	SEC III INTERSCHOLASTIC SPORTS/OCM BOCES	81,135.47	129.03	81,264.50	48,758.70	8,126.45	24,379.35
555	SUPERINTENDENT EVAL/ERIE 2 BOCES	7,939.48	582.52	8,522.00	5,681.34	0.00	2,840.66
560	CPSE	182,074.50	1,254.11	183,328.61	88,552.40	62,341.92	32,434.29
570	HOME SCHOOL COORDINATION/MADISON BOCES	0.00	3,228.00	3,228.00	1,936.80	322.80	968.40
573	INSTR TECHNOLOGY/CAP REGION BOCES	3,259.75	-3,259.75	0.00	0.00	0.00	0.00
574	SABA (SCHOOL AND BUSINESS ALLIANCE)	713,406.82	10,147.44	723,554.26	266,967.05	241,902.34	214,684.87
575	VOCATIONAL ASSESSMENT	11,230.00	0.00	11,230.00	6,361.52	4,295.09	573.39
576	LIBRARY MEDIA SERVICE	858,262.69	8,876.59	867,139.28	611,585.00	181,924.23	73,630.05
578	LIBRARY AUTOMATION - MADISON BOCES	168,945.00	6,599.50	175,544.50	106,433.04	17,277.87	51,833.59
581	GRANT WRITING SVE/CAPITAL REG BOCES	0.00	20,760.05	20,760.05	13,755.57	0.00	7,004.48
586	LEARNING TECHNOLOGY/CAYUGA BOCES	0.00	100,640.32	100,640.32	60,384.20	10,064.04	30,192.08
587	SUPER EVAL/DCMO BOCES	0.00	9,462.15	9,462.15	4,055.22	0.00	5,406.93
601	COMPUTER SERVICES - MADISON BOCES	11,715,859.44	1,292,356.41	13,008,215.85	8,921,890.01	1,016,201.64	3,070,124.20
602	NEGOTIATIONS - MADISON BOCES	211,962.00	19,346.15	231,308.15	137,619.89	23,422.08	70,266.18
603	SCHOOL COMMUNICATIONS	1,139,022.00	344,366.48	1,483,388.48	897,895.81	630,534.21	-45,041.54
604	CENTRAL BUSINESS OFFICE	507,883.43	-15,287.63	492,595.80	349,710.62	116,242.59	26,642.59
607	STAFF DEVELOPMENT - BUS DRIVERS	0.00	5,959.06	5,959.06	12,780.00	19,020.00	-25,840.94
609	PLANNING SER: MANAGEMENT OCM BOCES	58,010.00	7,243.00	65,253.00	42,834.30	6,519.90	15,898.80
610	TELEPHONE INTERCONNECT	657,589.25	286,807.27	944,396.52	429,190.18	238,037.99	277,168.35
611	REGIONAL BUS MAINTENANCE-MADISON BOCES	175,000.00	0.00	175,000.00	105,000.00	17,500.00	52,500.00
612	HEALTH COORDINATION/HERKIMER BOCES	12,898.26	344.20	13,242.46	7,945.48	0.00	5,296.98
613	POLICY PLANNING ERIE I	13,908.84	663.94	14,572.78	10,929.60	0.00	3,643.18
615	EMPLOYEE ASSISTANCE PROGRAM	29,100.00	0.00	29,100.00	18,174.21	6,637.61	4,288.18
617	RECRUITING SERVICES	0.00	0.00	0.00	854.00	185.00	-1,039.00
618	EMPLOYEE BENEFIT COORDINATION	179,024.00	-22,977.37	156,046.63	91,336.84	40,875.60	23,834.19
620	SAFETY COORDINATOR	1,036,183.68	36,703.22	1,072,886.90	497,201.25	417,985.84	157,699.81
621	COORDINATION OF INSURANCE MANAGEMENT	9,062.00	2.01	9,064.01	5,749.60	2,859.27	455.14
622	REGIONAL BUS RADIOS - MADISON BOCES	10,168.00	255,971.28	266,139.28	138,593.07	31,886.57	95,659.64
623	STATE AID PLANNING - QUESTAR III BOCES	43,020.00	864.00	43,884.00	43,884.00	0.00	0.00
625	SUBSTITUTE TEACHER SERVICE	169,264.00	2,453.95	171,717.95	112,372.33	51,055.28	8,290.34
626	CENTRAL SCHOOL FOOD MANAGEMENT	1,326,491.43	121,296.27	1,447,787.70	758,645.96	544,048.60	145,093.14
627	RECORDS RETENTION	119,808.09	19,552.57	139,360.66	91,082.50	30,327.85	17,950.31
628	TELECOMMUNICATIONS	335,704.74	15,821.27	351,526.01	193,718.38	142,523.96	15,283.67
631	COOPERATIVE BID/MAD. BOCES	63,362.00	2,093.65	65,455.65	39,273.39	6,545.58	19,636.68
633	GASB 45 PLNG/QUESTAR III	21,921.00	740.00	22,661.00	13,596.60	2,266.10	6,798.30

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2026

Fiscal Year: 2026

**Fund: A GENERAL FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
634	STAFF DEV BD OF ED - HERKIMER BOCES	15,422.11	707.89	16,130.00	9,678.00	0.00	6,452.00
636	GASB 45 PLANNING/CLINTON-ESSEX	17,670.00	-4,995.00	12,675.00	8,450.02	0.00	4,224.98
637	FIXED ASSET INVENTORY/QUESTAR III	32,331.00	62,712.00	95,043.00	46,674.09	12,092.23	36,276.68
639	TRANSP./MADISON BOCES	0.00	598.00	598.00	332.22	66.45	199.33
640	DRUG TESTING/JEFF-LEWIS BOCES	12,097.75	5,426.87	17,524.62	13,093.62	0.00	4,431.00
641	ON-LINE APPL./PUTNAM BOCES	44,431.88	739.49	45,171.37	27,102.83	0.00	18,068.54
645	INFINITE CAMPUSE. SUFFOLK BOCES	1,150.00	511.75	1,661.75	1,661.75	0.00	0.00
646	MEDICAID REIMBURSEMENT/MADISON BOCES	29,467.17	2,775.18	32,242.35	18,260.93	3,495.38	10,486.04
649	ACA COMPLIANCE/MADISON BOCES	18,399.30	-690.98	17,708.32	10,625.00	1,770.84	5,312.48
650	TESTING - NYS ALT ADMIT-CAP REGION BOCES	12,138.00	-163.62	11,974.38	11,349.62	0.00	624.76
651	SCRIB/BROOME BOCES	75,383.68	313.68	75,697.36	75,697.36	0.00	0.00
655	SPECIAL ED AID ASSISTANCE SVC/QUESTAR	33,610.00	30,972.48	64,582.48	38,749.46	6,458.28	19,374.74
656	EMPLOYEE RELATIONS/ONC BOCES	19,716.00	26,971.50	46,687.50	28,401.56	0.00	18,285.94
657	PROJECT WORK/CAPITAL REGION BOCES	28,485.00	-28,485.00	0.00	0.00	0.00	0.00
658	COOP BID/DCMO BOCES	24,936.20	-1,452.53	23,483.67	14,090.21	0.00	9,393.46
659	TIER 4 ENHANCED/CAP REGION BOCES	232,634.25	-232,634.25	0.00	0.00	0.00	0.00
660	EMPLOYEE ASSISTANCE/DCMO BOCES	8,828.00	9,526.50	9,526.50	5,715.90	0.00	3,810.60
661	WEB HOSTING/CAPITAL REGION BOCES	71,437.17	-4,215.00	4,613.00	0.00	0.00	4,613.00
662	COMPUTER MANAGEMENT/S.WESTCHESTER BOCES	21,700.00	20,697.28	92,134.45	63,564.95	0.00	28,569.50
663	TRANSPORT PLANNING/FRANKLIN ESSEX BOCES	0.00	1,302.00	23,002.00	23,002.00	0.00	0.00
664	DATA ANALYTICS/CLINTON-ESSEX BOCES	0.00	12,650.00	12,650.00	8,382.25	0.00	4,267.75
665	MEDICAID REIMBURSEMENT SERVICE/QUESTAR	0.00	2,500.00	2,500.00	1,071.42	357.15	1,071.43
679	PLANNING SERVICE/ERIE 2 BOCES	66,550.00	0.00	66,550.00	0.00	0.00	66,550.00
701	OPERATIONS & MAINTENANCE	3,783,761.95	29,112.77	3,812,874.72	1,862,279.29	1,227,079.79	723,515.64
702	SPECIAL EDUCATION ADMINISTRATION	1,573,854.83	-5,000.00	1,568,854.83	894,930.41	561,374.15	112,550.27
703	PROGRAM TRANSPORTATION	365,100.00	0.00	365,100.00	209,187.65	225,396.89	-69,484.54
704	CENTRAL SUPERVISION	649,886.11	-169,192.00	480,694.11	262,632.10	168,096.18	49,965.83
706	GENERAL ITINERANT SUPERVISION	0.00	163,403.23	163,403.23	54,461.90	84,338.85	24,602.48
707	TRANSITION PLANNING SERVICE	86,615.00	0.00	86,615.00	45,028.10	24,088.09	17,498.81
708	TEACHING ASSISTANT	547,250.00	-17,734.37	529,515.63	217,938.48	263,688.18	47,888.97
709	RESEARCH AND DEVELOPMENT	258,355.00	-496.00	257,859.00	86,470.28	31,115.11	140,273.61
713	INFO & TECH SUPERVISION	670,166.90	-57,681.93	612,484.97	323,022.25	252,759.36	36,703.36
715	Speech Therapy - Related Service	1,096,933.96	-21,166.85	1,075,767.11	620,931.45	588,063.30	-133,227.64
716	Visually Impaired - Related Service	41,991.30	-3,243.30	38,748.00	23,299.11	28,680.31	-13,231.42
718	Hearing Impaired - Related Service	10,226.00	-12,990.00	-2,764.00	0.00	0.00	-2,764.00
720	PHYSICAL THERAPY - RELATED SERVICE	335,526.15	-110,377.40	225,148.75	141,710.91	156,971.11	-73,533.27
721	School Social Worker	1,348,788.15	-74,764.37	1,274,023.78	624,568.88	646,877.26	2,577.64
722	Occupational Therapy	386,800.52	-53,228.48	333,572.04	144,477.61	180,032.66	9,061.77
<b>Total GENERAL FUND</b>		<b>102,308,508.37</b>	<b>17,511,586.14</b>	<b>119,820,094.51</b>	<b>67,022,897.12</b>	<b>36,014,247.00</b>	<b>16,782,950.39</b>

**ONEIDA HERKIMER MADISON BOCES**

Revenue Status Report As Of: 03/31/2026

Fiscal Year: 2026

**Fund: C SCHOOL LUNCH FUND**

Revenue Account	Service	Description	Original Estimate	Adjustments	Current Estimate	Year-to-Date*	Anticipated Balance	Excess Revenue
791.000-1440-000	791.000	Sales of Type A Meals	500,250.00	0.00	500,250.00	261,804.15	238,445.85	
791.000-1445-000	791.000	Other Food Sales-Invoices	125,000.00	0.00	125,000.00	35,180.45	89,819.55	
791.000-2252-999	791.000	Est. for Carryover Encumbrance	0.00	120,034.25	120,034.25	120,034.25		
791.000-2401-000	791.000	Interest & Profits on Dep	0.00	0.00	0.00	0.00		
791.000-2401-001	791.000	INT & EARNINGS METROPOLITAN	40,000.00	2,339.80	42,339.80	60,612.75		18,272.95
791.000-2650-000	791.000	Sale of Scrap,Waste & Excess	0.00	0.00	0.00	0.00		
791.000-2690-000	791.000	Compensation for Loss	0.00	6,484.35	6,484.35	6,484.35		16.50
791.000-2701-000	791.000	Refunds Prior Years' Expense	0.00	0.00	0.00	16.50		
791.000-2705-000	791.000	Gifts and Donations	0.00	0.00	0.00	0.00		
791.000-2770-000	791.000	Other Unclassified Revenue	25,000.00	0.00	25,000.00	109.87	24,890.13	
791.000-2770-001	791.000	Misc Revenue - Fees Collected	0.00	0.00	0.00	0.00		
791.000-3190-000	791.000	State Aid - Lunch Program	7,756,500.00	0.00	7,756,500.00	5,006,896.00	2,749,604.00	
791.000-3190-001	791.000	Surplus Food/Wrhouse/Inv	500,000.00	0.00	500,000.00	0.00	500,000.00	
791.000-3190-002	791.000	STATE AID S/L-SUPP CHAIN ASST	0.00	0.00	0.00	0.00		
791.000-3190-003	791.000	LOCAL FOOD FOR SCHOOLS	0.00	0.00	0.00	0.00		
<b>791.000 Service Subtotal</b>			<b>8,946,750.00</b>	<b>128,858.40</b>	<b>9,075,608.40</b>	<b>5,491,138.32</b>	<b>3,602,759.53</b>	<b>18,289.45</b>
<b>Total SCHOOL LUNCH FUND</b>			<b>8,946,750.00</b>	<b>128,858.40</b>	<b>9,075,608.40</b>	<b>5,491,138.32</b>	<b>3,602,759.53</b>	<b>18,289.45</b>

**Selection Criteria**

Criteria Name: Shared: LUNCH EOM RPT Modified  
As Of Date: 03/31/2026  
Sort by: Fund/Service  
Printed by CHRISTINE J. TURCZYN

\* Year-to-date revenue amounts include the estimated revenue associated with carryover encumbrances from the prior fiscal year, which are reported in revenue code 225x-9xx.  
Total year-to-date revenue will not agree with actual revenue shown for G/L account 980, unless these accounts are excluded

**ONEIDA HERKIMER MADISON BOCES**

Budget Status Report As Of: 03/31/2026

Fiscal Year: 2026

**Fund: C SCHOOL LUNCH FUND**

Budget Account	Description	Initial Appropriation	Adjustments	Current Appropriation	Year-to-Date Expenditures	Encumbrance Outstanding	Unencumbered Balance
791-2860-160	SCHOOL LUNCH SALARY	2,500,000.00	0.00	2,500,000.00	1,613,873.57	0.00	886,126.43
791-2860-200	EQUIPMENT	200,000.00	119,444.25	319,444.25	0.00	81,418.64	238,025.61
791-2860-301	SUPPLIES - FOOD	3,000,000.00	0.00	3,000,000.00	2,174,124.57	1,637,536.47	-811,661.04
791-2860-302	SUPPLIES - OTHER	275,000.00	-3,000.00	272,000.00	40,613.41	39,129.90	192,256.69
791-2860-303	SURPL FOOD/WRHOUSE/INV	500,000.00	0.00	500,000.00	0.00	0.00	500,000.00
791-2860-308	VAN SUPPLIES	0.00	3,000.00	3,000.00	0.00	0.00	3,000.00
791-2860-400	MISC CONTR	115,000.00	590.00	115,590.00	57,892.06	52,498.47	5,199.47
791-2860-401	TRAVEL	4,000.00	0.00	4,000.00	817.67	0.00	3,182.33
791-2860-402	USE OF SCHOOL FACILITIES	1,300,000.00	-75,000.00	1,225,000.00	0.00	0.00	1,225,000.00
791-2860-403	INSURANCE	1,500.00	0.00	1,500.00	0.00	0.00	1,500.00
791-2860-411	RENT OF WRHSE/FREEZER-NH	0.00	58,824.15	58,824.15	30,712.50	10,237.50	17,874.15
791-2860-412	UTILITIES - NH	0.00	25,000.00	25,000.00	0.00	0.00	25,000.00
791-2860-801	ERS	225,000.00	0.00	225,000.00	146,330.12	0.00	78,669.88
791-2860-802	FICA	191,250.00	0.00	191,250.00	120,381.29	0.00	70,868.71
791-2860-803	WK COMP	100,000.00	0.00	100,000.00	61,327.24	0.00	38,672.76
791-2860-804	HEALTH INS	535,000.00	0.00	535,000.00	0.00	365,159.87	169,840.13
<b>791-000</b>	<b>SCHOOL LUNCH FUND - Service Subtotal</b>	<b>8,946,750.00</b>	<b>128,858.40</b>	<b>9,075,608.40</b>	<b>4,246,072.43</b>	<b>2,185,980.85</b>	<b>2,643,555.12</b>
<b>Total</b>	<b>SCHOOL LUNCH FUND</b>	<b>8,946,750.00</b>	<b>128,858.40</b>	<b>9,075,608.40</b>	<b>4,246,072.43</b>	<b>2,185,980.85</b>	<b>2,643,555.12</b>

**IX B.2.**  
**Approval of 2025-2026 Budget**  
**Adjustment Report, March 2026**  
**May 13, 2026**

ONEIDA-HERKIMER-MADISON BOCES  
BUDGET ADJUSTMENTS  
March 2026 Report for May Meeting

Description	2025-2026		Adjustments		07/31/25		08/01/25		09/01/25		10/01/25		11/01/25		12/01/25		01/01/26		02/01/26		03/01/26		Revised Budget		
	Adopted Budget	Contract	per Contracts	Changes	Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		Net	
<b>A000 ADMINISTRATION</b>																									
A001 Administration	4,537,170	9,243	4,546,413		4,546,413																		4,546,413		
A002 Rent & Capital Budgets	3,434,826	(18,000)	3,416,826		3,416,826																		(71,152)	3,345,674	
<b>A000 ADMINISTRATION TOTAL</b>	<b>7,971,996</b>	<b>(8,757)</b>	<b>7,963,239</b>		<b>7,963,239</b>																		<b>(71,152)</b>	<b>7,892,087</b>	
<b>A100 VOCATIONAL EDUCATION</b>																									
A101 Occupational Education	10,000,666	(368,651)	9,632,015		9,632,015																			9,620,276	
A102 Adult Education	46,599		46,599		46,599																			46,599	
A103 Secondary Occ Ed/Madison BOCES																								11,943	
A107 Mult. Occupational Education	811,906	6,805	818,711		818,711																			970,369	
A109 Occup. Ed./Madison BOCES	44,412	532	44,944		44,944																			(22,472)	
<b>A100 VOCATIONAL EDUCATION TOTAL</b>	<b>10,903,583</b>	<b>(361,313)</b>	<b>10,542,270</b>		<b>10,542,270</b>																			<b>(22,472)</b>	<b>10,671,660</b>
<b>A200 SPECIAL EDUCATION</b>																									
A201 Special Class 8:1:1	6,743,140	128,323	6,871,463		6,871,463																				7,209,438
A202 Intense Mang. Needs/Madison BOCES	138,754	(20,914)	117,840		117,840																				150,148
A204 12:1:1	2,396,488	145,245	2,541,733		2,541,733																				2,082,961
A205 Option II/Madison BOCES	342,200	113,845	456,045		456,045																				397,936
A206 Transition Services	1,005,306	799,497	1,744,803		1,744,803																				1,705,565
A209 Severely Handicapped	7,773,979	257,982	8,031,961		8,031,961																				8,470,688
A214 Sndry Int.Mgt.Needs/Madison BOCES	201,388	151,650	353,038		353,038																				445,865
A216 Spec.Ed./1:6:1	1,348,770	116,005	1,464,774		1,464,774																				1,778,538
A222 Autism Program/Madison BOCES	363,815	(291,293)	72,522		72,522																				
A224 Life Skills 12:1:3/Herkimer BOCES	667,382	(107,586)	559,796		559,796																				13,599
A225 Elementary IMV/Madison BOCES																									333,893
A226 Staffing 1:1:1/Herkimer BOCES																									30,478
A228 Skills Dev-Elm (12:1:1)/Madison BOCES	691,978	(463,299)	228,679		228,679																				163,018
A229 Elementary Autism/Madison BOCES		1,366,431	1,366,431		1,366,431																				341,098
A230 Intense Mgmt.Needs/Madison BOCES	249,113	173,190	422,303		422,303																				395,930
A232 Autism-Secondary (6:1:1)/Madison BOCES	119,675	22,495	142,170		142,170																				357,926
A234 Elementary 12:1:3/Madison BOCES		109,188	109,188		109,188																				217,109
<b>A200 SPECIAL EDUCATION TOTAL</b>	<b>24,041,987</b>	<b>2,643,216</b>	<b>26,685,203</b>		<b>26,685,203</b>																			<b>(2,591,011)</b>	<b>24,094,192</b>

Description	2025-2026		Adjustments		07/31/25		08/01/25		09/01/25		10/01/25		11/01/25		12/01/25		01/01/26		02/01/26		03/01/26		Net Changes	Revised Budget
	Adopted Budget	Contracts	per Contract	Contracts	07/31/25	08/31/25	09/30/25	10/31/25	11/30/25	12/31/25	01/31/26	02/28/26	03/31/26	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		
<b>A300 ITINERANTS</b>																								
A303 Art	275,280	(21,181)			254,099																			254,099
A305 Guidance	238,288	(58,107)			180,181																			180,181
A306 Technology	98,584	1,035			99,618																			99,618
A307 Itinerant English	92,027	287			92,314																			287
A308 Physical Education	57,883	12,999			70,881																			59,305
A310 Nurse Practitioner	402,465	(23,412)			379,052																			394,032
A312 School Physician	67,510	(3,747)			63,763																			63,763
A313 School Psychologist	344,636	4,640			349,276																			364,131
A314 School Social Worker	243,808	1,489			245,297																			220,916
A315 Speech Impaired	1,000,643	18,683			1,019,325																			930,243
A316 Visually Impaired	126,731	2,434			129,165																			124,096
A318 Hearing Impaired	154,658	973			155,631																			176,223
A321 Physical Therapy	181,692	1,168			182,860																			182,860
A322 Occupational Therapy	260,843	2,118			262,961																			262,961
A325 Home Economics	66,648	299			66,947																			66,947
A326 English/Second Language	626,846	15,340			642,186																			628,509
A332 Curriculum Supervision																								120,804
A337 Spanish																								50,101
A338 Music Teacher	299,821	1,047			300,868																			300,868
A346 Audiology/Oswego BOCES	211,024	(31,544)			179,480																			242,669
A349 Speech/Herkimer BOCES																								1,337
A350 Therapy/Herkimer BOCES																								7,304
A351 Physical Therapy/Herkimer BOCES																								1,488
A352 TA 1-1/Herkimer BOCES																								10,454
A355 General Supervision	96,886	631			97,517																			154,812
A357 Bilingual/ESL Itinerant/Madison BOCES		49,480			49,480																			49,480
<b>A300 ITINERANTS TOTAL</b>	<b>4,846,272</b>	<b>(25,372)</b>			<b>4,820,901</b>																			<b>126,586</b>
<b>A400 GENERAL EDUCATION</b>																								<b>4,947,487</b>
A402 Explor. Enrichment/Elf-Lewis BOCES	20,378				20,378																			22,325
A405 Performing Arts	456,363	11,639			468,002																			562,628
A408 Alternative Education	834,601	(171,843)			614,417																			7,976,397
A410 Hospital Based/Onondaga BOCES	8,856	164			9,020																			11,330
A415 Portable Planetarium	15,675	(2,250)			13,425																			26,383
A417 Equivalent Attendance/Madison BOCES	142,351	1,224			143,575																			145,950
A420 Regional Program Excellence	160,850	619			161,569																			193,069
A426 Distance Learning/Madison BOCES	852,948	27,356			880,303																			996,920
A428 Summer School	1,021,124	218,424			1,239,548																			1,670,660
A438 Distance Learning	1,971,808	8,389			1,980,197																			2,024,991
A461 Distance Learning/Capital Region BOCES	9,828	(9,828)																						
A464 Bright Future Academy/Madison BOCES																								50,556
A479 DL Synergy Virtual HS/CTI BOCES	49,470	(32,335)			17,135																			56,645
A480 Early College Access - Dual Credit	226,338				226,338																			231,407
<b>A400 GENERAL EDUCATION TOTAL</b>	<b>13,282,105</b>	<b>98,318</b>			<b>13,380,423</b>																			<b>586,837</b>
																								<b>13,969,260</b>

Description	2025-2026		Adjustments		07/31/25		08/01/25		09/01/25		10/01/25		11/01/25		12/01/25		01/01/26		02/01/26		03/01/26		Net Changes	Revised Budget	
	Adopted Budget		per Contracts		Contract Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes			Changes
<b>A500 INSTRUCTIONAL SUPPORT</b>																									
A502 Library Media	1,208,695		100,392		1,309,088		(81,088)		464	13		20,457		412		6,514		53,228						1,255,860	
A504 Audio Visual/Video Repair	1,124,750		(82,898)		1,041,852									49,996		34,824		84,820							1,126,672
A505 Printing Services	1,658,000		(152,789)		1,505,211			83,000	49,536	100,988		190,984				108,479		532,987							2,036,198
A509 Sch. Curr./Cuyuga BOCES	33,274		211		33,485		(422)											(422)							33,063
A510 Learning Technology	3,630,689		437,247		4,067,936		23,298	67,895	36,878	7,199	19,016	3,739	17,469		198,603		374,097								4,442,033
A511 Sch Curr/Capital Region BOCES	10,490		1,012		11,502													(8,307)							3,195
A513 Sch Curr/Franklin BOCES									495									495							495
A514 Model Schools/Madison BOCES	278,306		64,998		343,304						2,802							2,802							346,106
A515 Com Objective/Madison BOCES	3,591,249		4,220,906		7,812,155		(1,155,666)	1,265,958	(1,614,430)		645	3,461		(51)	7,061		(1,492,980)								6,319,174
A518 Science Kits	1,392,129		(47,692)		1,344,437		13,425	13,615	15,525									5,092							1,349,529
A520 School Curriculum/Madison BOCES										180								440							440
A521 School Curriculum Improvement	2,381,673		(385,556)		1,996,118			85,208	142,013	221,940	43,797		9,600				502,557								2,498,674
A528 School Curriculum/Onondaga BOCES											115							115							115
A531 Sch Curr/WSWHE BOCES											1,180							1,180							1,180
A538 Model Schools	146,534		1,515		148,049																				148,049
A540 Staff Dev/Delaware BOCES																									
A543 Harz/Solwara/Oswego BOCES	13,728		10,122		23,851			17,200			2,688							19,888							19,888
A545 Community School Resources	5,436,591		6,380,939		11,817,529		2,120	6,360	2,053	441								10,974							34,825
A547 CDOS Credential Mgmt Sys/Oswego BOCES	2,830		100		2,930			572,854	3,778,781	(370,513)								3,968,823							15,806,352
A549 Sec III Interscholastic Sports/OCM BOCES	81,135		129		81,265					110								315							3,245
A555 Superintendent Eval/Erie 2 BOCES	7,939		(3,230)		4,709													3,913							8,522
A560 Committee Preschool Special Ed	192,470		1,254		193,724																				193,724
A570 Home School Coordination/Madison BOCES			3,228		3,228																				3,228
A573 Instr. Tech./Cap Region BOCES	3,260		(3,260)																						
A574 School and Business Alliance	734,821		27,604		762,425													(17,456)							744,969
A575 Vocational Assessment	4,750				4,750																				4,750
A576 Library Services	903,964		(184)		903,780		440	(21)	190	6,029	1,948	285	190					9,060							912,840
A578 Library Automation/Madison BOCES	1,669,945		3,555		1,673,500		132	344	907		622	277	245					3,045							1,755,445
A581 Grant Writing/Capital Region BOCES			20,760		20,760																				20,760
A586 Learning Technology/Cayuga BOCES			77,412		77,412			23,228																	100,640
A587 Super Eval/DCHO BOCES											9,462							9,462							9,462
<b>A500 INSTRUCTIONAL SUPPORT TOTAL</b>	<b>23,006,221</b>		<b>10,678,991</b>		<b>33,685,212</b>		<b>(43,926)</b>	<b>(888,714)</b>	<b>2,107,475</b>	<b>2,490,004</b>	<b>(287,592)</b>	<b>219,203</b>	<b>77,861</b>		<b>326,488</b>		<b>4,000,799</b>								<b>37,686,012</b>

Description	2025-2026		Adjustments		07/31/25		08/01/25		09/01/25		10/01/25		11/01/25		12/01/25		01/01/26		02/01/26		03/01/26		Net Changes	Revised Budget
	Adopted Budget		per Contract	Contracts	Totals	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes	Changes		
<b>A600 NON-INSTRUCTIONAL PROGRAMS</b>	11,715,859		(624,833)		11,091,427				1,081,795	(826,935)	1,654,911	5,466	21,624	(10,995)	(9,077)			1,916,789					13,008,216	
A601 Computer Services/Madison BOCES	21,952		6,652		21,614			8,888	158	68	51,517	720	875	1,370	617			12,694					231,308	
A602 Negotiators/Madison/Broome BOCES	932,560		(73,184)		859,376		366,240		4,339									417,757					1,277,133	
A603 School Communications	526,235		(19,627)		506,608				1,520			2,655						4,339					510,947	
A604 Central Business Office			1,784		1,784													4,175					5,959	
A607 Staff Development Bus Drivers	58,010		7,730		65,740				1,520									(487)					65,253	
A609 Energy Services/Onondaga BOCES	684,485		200,368		884,853		73,001		8,588		2,611	159		1,608	(460)			86,440					971,293	
A610 Interconnect Telephone	175,000				175,000																		175,000	
A611 Bus Maint/Madison BOCES	12,898				12,898				344									344					14,573	
A612 Health Coords/Herkimer BOCES	13,909		664		14,573																		14,573	
A615 Policy Planning/Erle 1	22,080				22,080																		22,080	
A616 Employee Assistance Program	108,060		57		108,117																		108,117	
A618 Employee Benefits Coordination	986,285		14,409		1,000,695				580	2,493	8,335	711	6,822	3,022	330			22,294					1,022,989	
A620 Safety/Asbestos/Struct/Fire Inspections	7,625		2		7,627																		7,627	
A621 Liability Insurance Consortium	10,168		249,833		260,001				1,962	(324)	4,500							6,138					266,139	
A622 Regional Bus Radius/Madison BOCES	45,020		720		45,740			144										144					43,884	
A623 State Aid Planning/Questar III BOCES	178,861		2,454		181,315																		181,315	
A625 Substitute Calling Service	1,285,350		8,608		1,291,957							112,415						8,500					134,303	
A626 School Food Service	114,750		11,053		125,803				8,500									14,929					335,375	
A627 Records Retention	319,554		893		320,447				14,929														335,375	
A628 Telecommunications	63,362		2,094		65,456																		65,456	
A631 Cooperative Bid/Madison BOCES	21,921		618		22,539				122														22,661	
A633 GASB 45/Questar III BOCES	15,422		(4)		15,418				712														16,130	
A634 Staff Dev./Board/Herkimer BOCES	17,670		(4,995)		12,675																		12,675	
A636 GASB 45/Clinton-Essex BOCES	32,331		2,307		34,638				20														95,043	
A637 Fixed Assets/Questar III BOCES																		60,405					95,043	
A639 Transp./Madison BOCES	12,098		(54)		11,544				76		244	2,338		3,323				5,981					598	
A640 Drug Testing/Jeff-Lewis BOCES	44,432		689		45,121						50								50				45,171	
A641 On-Line Application/Putnam BOCES	1,150		(27)		1,123				539										539				1,662	
A645 Infinite Campus/E. Suffolk BOCES	29,467		539		30,006				102		944			1,190				2,236					32,242	
A646 Medicaid Reimburs./Madison BOCES	18,399		(691)		17,708																		17,708	
A649 ACA Compliance/Madison BOCES	12,138		(12,138)						11,974														11,974	
A650 Testing-NYS Alt-Adm/Cap Region BOCES	75,384		314		75,697																		75,697	
A651 SCR/C/Broome BOCES	33,610		30,887		64,497				85										85				64,582	
A655 Special Ed Aid Assistance Svc/Questar III BOCES	19,716		1,034		20,750																		25,938	
A656 Employee Relations/ONC BOCES	28,485		(28,485)																				46,688	
A657 Project Work/Cap Region BOCES	24,936		(1,453)		23,484																		23,484	
A658 Coop Bid/DCMO BOCES	232,634		(142,738)		89,896																		89,896	
A659 Tier 4 Enhance/Cap Region BOCES			9,527		9,527																		9,527	
A660 Employee Assistance/DCMO BOCES	8,828		398		9,226																		9,226	
A661 Web Hosting/Capital Region BOCES	71,437		7,625		79,062																		79,062	
A662 Computer Management/Westchester BOCES																							13,072	
A664 Data Analytics/Clinton Essex BOCES																							1,686	
A665 Transportation Planning/Franklin Essex BOCES	21,700		1,302		23,002																		23,002	
A665 Medicaid Reimbursement Service/Questar BOCES																							2,500	
A679 Planning Service/ Erle 2 BOCES	66,550				66,550																		66,550	
<b>A600 NON-INSTRUCTIONAL SERVICES TOTAL</b>	<b>18,256,342</b>		<b>(334,806)</b>		<b>17,921,537</b>		<b>439,241</b>		<b>1,118,642</b>	<b>(778,912)</b>	<b>1,730,925</b>	<b>128,964</b>	<b>39,696</b>	<b>(36,619)</b>	<b>(4,078)</b>			<b>2,637,859</b>					<b>20,559,396</b>	



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May Board Agenda  
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**A. PERSONNEL REPORT**

**a. RETIREMENTS**

**1. Teaching/Certified Staff**

			Hire Date	Retire Date
1.	CAROL MARTIN	TEACHER OF PHYSICAL EDUCATION	09/01/2002	06/30/2026
2.	JACQUELINE S. SMITH	TEACHER ASSISTANT	09/01/1999	06/30/2026
3.	MICHELE WEAKLEY	TEACHER OF COSMETOLOGY	09/01/2001	06/30/2026

**2. Non-Instructional/Classified Staff**

			Hire Date	Retire Date
1.	SUSAN N. MOJAVE	PERFORMING ARTS SPECIALIST	04/12/2010	06/30/2026
2.	TIMOTHY RYAN	CLEANER	07/01/2022	06/30/2026

**b. RESIGNATIONS**

**1. Teaching/Certified Staff**

			Hire Date	Resign Date
1.	KAYLA R. CROUCH	TEACHER ASSISTANT	03/23/2026	03/26/2026
2.	MOLLY S. LAVALLEE	TEACHER OF TECHNOLOGY	08/29/2024	06/30/2026

**2. Non-Instructional / Classified Staff**

			Hire Date	Resign Date
1.	DARLENE J. BOWEE	FOOD SERVICE HELPER	12/08/2017	04/01/2026
2.	WALTER L. BURNETT	FOOD SERVICE HELPER	09/01/2023	03/26/2026
3.	STEPHANIE A. CORNISH	FOOD SERVICE HELPER	04/10/2026	04/13/2026
4.	COURTNEY N. FARGNOLI	FOOD SERVICE HELPER	05/17/2021	04/02/2026
5.	JACQUELINE A. GAMLEN	PUBLIC RELATIONS ASSISTANT	10/13/2025	04/06/2026
6.	MARYELLEN KABOT	FOOD SERVICE HELPER	03/30/2026	04/15/2026
7.	ALLISON V. LUTHER	OFFICE SPECIALIST I	01/15/2024	04/27/2026
8.	AUSTIN J. MILLER	FOOD SERVICE HELPER	11/07/2025	04/07/2026
9.	KELLIE R. OSBORNE	FOOD SERVICE HELPER	05/05/2017	04/13/2026
10.	MICHAEL V. ULES	MOTOR VEHICLE OPERATOR	02/06/2024	03/31/2026

**c. UNPAID LEAVE(S) OF ABSENCE**

**1. Teaching/Certified Staff**

			Start Date	End Date	Reason
1.	MELINDA E. SUITS	TEACHER ASSISTANT	03/11/2026	04/19/2026	
2.	SARAH A. THAYER	SCHOOL SOCIAL WORKER	06/03/2026	09/01/2026	

**2. Non-Instructional/Classified Staff**

Start Date	End Date	Reason
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		Start Date	End Date	Reason
1.	BRANDON A. NELLENBACK COMPUTER SPECIALIST (TRAINING)	05/18/2026	11/18/2026	new probationary appointment

**d. APPOINTMENTS**

**1. Teaching/Certified Staff**

**a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)**

The expiration dates of the 4 year probationary appointments are tentative and conditional only. Except to the extent required by the applicable provisions of Section 3014 of the Education Law, in order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3014-c and/or 3014-d of the Education Law of either effective or highly effective in at least three (3) of the four (4) preceding years, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time.

The expiration dates of the 3 year probationary appointments are tentative and conditional only. In order to be granted tenure the teacher must receive composite or overall annual professional performance review ratings pursuant to Section 3014-c and/or 3014-d of the Education Law of either effective or highly effective to the extent required by the applicable provisions of the Education Law, the Rules of the Board of Regents and the Regulations of the Commissioner of Education, and if the teacher receives an ineffective composite or overall rating in the final year of the probationary period the teacher shall not be eligible for tenure at that time.

1. Recommend that **GINAMARIE CARCONE** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing May 04, 2026 and ending May 03, 2030 at an annual salary rate of \$21,586.00, prorated.

**Redacted.**

2. Recommend that **JULIANA E. DEE** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, Bridges, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing April 27, 2026 and ending April 26, 2030 at an annual salary rate of \$20,320.00, prorated.

**Redacted.**

3. Recommend that **REBECCA L. DENICOLA** be appointed as a **TEACHER OF PRACTICAL NURSING** in Instructional Programs & Professional Learning, CTE, for a four year probationary appointment in the PRACTICAL NURSING tenure area, commencing on March 18, 2026 and ending March 17, 2030. Rebecca DeNicola's status as a long-term substitute terminates as of the effective date of appointment to a probationary period.

**Redacted.**

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4. Recommend that **TED W. KNAUL** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing April 20, 2026 and ending April 19, 2030 at an annual salary rate of \$21,717.00, prorated.

**Redacted.**

5. Recommend that **JALISSA N. SARDINA** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing April 13, 2026 and ending April 12, 2030 at an annual salary rate of \$19,964.00, prorated.

**Redacted.**

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6. Recommend that **ASHLEY R. SHEAFFER** be appointed as a **TEACHER ASSISTANT** in Instructional Programs & Professional Learning, Bridges, for a four year probationary appointment in the TEACHING ASSISTANT tenure area, commencing May 04, 2026 and ending May 03, 2030 at an annual salary rate of \$21,720.00, prorated.

**Redacted.**

**b. RECOMMENDATION FOR TENURE APPOINTMENT(S)**

The Human Resources Office and the District Superintendent have reviewed the performance evaluations and record of absences for the below named individual(s), who have satisfactorily completed their individual probationary periods and are being recommended for tenure by their immediate supervisors.

			Tenure Date
1.	MICHAEL P. ALESANDRO	TEACHING ASSISTANT	08/31/2026
2.	BRADFORD P. DUNLAY	PHYSICAL EDUCATION	08/31/2026
3.	DANIEL P. DYGERT	TEACHING ASSISTANT	08/31/2026
4.	KEVIN J. LEVATINO	TEACHER OF SPECIAL EDUCATION	08/31/2026
5.	MICHAEL A. MAKAROWSKI	TEACHING ASSISTANT	08/31/2026
6.	KRISTEN M. MITCHELL	TEACHING ASSISTANT	08/31/2026
7.	AMBER L. RENZI	ENGLISH 7-12	08/31/2026
8.	JENNIFER M. SMITH	TEACHER OF SPECIAL EDUCATION	08/31/2026
9.	HAI YING WANG	FOREIGN LANGUAGE	08/31/2026
10.	JENNIFER L. WASKIEWICZ	TEACHING ASSISTANT	09/01/2026

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**2. Non-Instructional/Classified Staff**

**a. RECOMMENDATION FOR PROBATIONARY APPOINTMENT(S)**

1. Recommend that **GIANNA R. MAIO** be appointed to a probationary appointment as a **PUBLIC RELATIONS ASSISTANT** in Support Services, Information Technology, commencing March 16, 2026 at an annual salary rate of \$39,373.00, prorated.

**GIANNA R. MAIO** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **PUBLIC RELATIONS ASSISTANT**. **GIANNA R. MAIO** will be required to serve a twenty-six week probationary period.

**Redacted.**

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2. Recommend that **BRANDON A. NELLENBACK** be appointed to a probationary appointment as a **SENIOR COMPUTER SPECIALIST (TRAINING)** in Support Services, Information Technology, commencing May 18, 2026 at an annual salary rate of \$47,917.00, prorated.

**BRANDON A. NELLENBACK** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **SENIOR COMPUTER SPECIALIST (TRAINING)**. **BRANDON A. NELLENBACK** will be required to serve a twenty-six week probationary period.

**Redacted.**

**b. RECOMMENDATION FOR PART-TIME APPOINTMENT**

1. Recommend that **STEPHANIE A. CORNISH** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing April 10, 2026 at an hourly salary rate of \$16.00.

**STEPHANIE A. CORNISH** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Redacted.**

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2. Recommend that **MARYELLEN KABOT** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing March 30, 2026 at an hourly salary rate of \$16.00.

**MARYELLEN KABOT** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Redacted.**

3. Recommend that **MICHELE M. NORTH** be appointed to a part-time appointment as a **CLERK (PART TIME)** in Support Services, Business Office, commencing April 06, 2026 at an hourly salary rate of \$43.19, as needed through June 30, 2026.

**MICHELE M. NORTH** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **CLERK (PART TIME)**.

**Redacted.**

4. Recommend that **RACHEL A. SYMONDS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Service, School Food Services, commencing April 27, 2026 at an hourly salary rate of \$16.00.

**RACHEL A. SYMONDS** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Redacted.**

May Board Agenda  
 May 13, 2026

5. Recommend that **MCKAYLA M. THOMAS** be appointed to a part-time appointment as a **FOOD SERVICE HELPER** in Support Services, School Food Services, commencing April 20, 2026 at an hourly salary rate of \$16.00.

**MCKAYLA M. THOMAS** has been pre-approved by civil service, as meeting the qualifications necessary in order to perform the duties of a **FOOD SERVICE HELPER**.

**Redacted.**

**c. RECOMMENDATION FOR PERMANENT APPOINTMENT - (NON-COMPETITIVE CIVIL SERVICE TITLE)**

The Human Resources Office and the District Superintendent have reviewed the performance evaluations and record of absences for the below named individual(s). The below named individual(s) have successfully completed their twenty-six week probationary period(s) and are being recommended to permanent appointment(s).

			Perm. Date
1.	PEYTON M. ASHFORD	PUBLIC RELATIONS ASSISTANT	01/19/2026
2.	ELIS G. DELIA	GRAPHIC DESIGN SPECIALIST	04/14/2026
3.	DAMIAN J. PRICE	SCHOOL LUNCH DIRECTOR II	03/02/2026
4.	SEM A. SUMAN	STOCK CLERK	02/16/2026

**e. STIPENDS**

**1. Teaching/Certified Staff**

**a. RECOMMENDATION FOR ADDITIONAL STIPENDS**

			Date	Stipend
1.	KELLE KIRKLAND	TEACHER OF HOME ECONOMICS	03/30/2026 - 06/30/2026	\$500.00 (mentor - prorated)

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## Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Scott Morris  
*Assistant Superintendent  
for Support Services*  
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F: 315.793.8562  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

**IX. D. 1.**  
**Adoption of the BOCES 2026-2027  
Budget  
May 13, 2026**


### MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: May 1, 2026

Subject: Adoption of the BOCES 2026-2027 Budget

Prepared by:   
Scott Morris

#### **Background:**

The Cooperative Board adopted budgetary parameters at the October Board meeting which provide the basis for preparing the budget for the coming 2025-2026 year.

The next step in the budget process is the development of the preliminary budgets. The preliminary budgets reflect the application of the budgetary parameters to functional or program codes (i.e., Central Administration, Board of Education, program CO-SERS). The proposed budget is developed by each division, reviewed by a committee of Superintendents and reviewed and approved by the District Superintendent for presentation to the Cooperative Board.

The tentative budget, based upon unit costs and projected costs using historical trend analysis, was reviewed and approved by the Cooperative Board at its regular meeting on February 11, 2026. The 2026-2027 budget document was presented to the members of our component Boards of Education at the Annual Meeting. The component districts approved the administrative budget on April 28, 2026 and have submitted requests for services for 2026-2027 based upon the unit prices previously approved by the Board.

**Discussion:**

Attached is a chart that provides information regarding the changes in the contracted services for preceding years. In addition, the chart also includes the changes in contracts during each fiscal year from July through June. This is a result of districts each year increasing the number of services they purchase from the Oneida-Herkimer-Madison BOCES.

The budget increase for 2026–2027 is 19.07%.

**Recommendation:**

It is recommended that the final budget for 2026-2027 be adopted by the Cooperative Board. Should school districts make decisions on purchasing additional services during the 2026-2027 fiscal year, the additional purchases will be processed as adjustments to the contracts.

**Resolution:**

That the Board of Cooperative Educational Services, Sole Supervisory District of Oneida, Herkimer and Madison Counties, authorizes the expenditures of the sums set forth in the 2026-2027 budget in the amount of \$121,816,836.70.

SM:ld

Attachments

Final Budget 26-27  
Summary Expenditures

2026-2027 FINAL BUDGET

COSER #	COSER NAME	UNIT	UNIT PRICE			BUDGET AMOUNT			% DIFF.
			2025-2026			2026-2027			
			\$	% DIFF.	\$	\$	% DIFF.	\$	
001.010	Administration	Per RWADA	120.79	126.72	4.90%	4,537,170.26	4,719,004.18	181,833.92	4.01%
002.010	Rent	Per RWADA	28.03	30.60	9.16%	650,575.93	691,267.58	40,691.65	6.25%
002.020	Capital Fund	Per RWADA	123.39	123.24	-0.12%	2,784,250.21	2,784,000.63	(249.58)	-0.01%
101.010	Occupational Education	Budget				10,000,666.00	10,559,943.00	559,277.00	5.59%
102.010	Adult Education		46,599.35	49,741.80	6.74%	46,599.35	49,741.80	3,142.45	6.74%
103.259	Secondary Occ Ed - Spec/Madison BOCES	Per Student	N/A	N/A	0.00%	-	-	-	45.82%
107.010	Multi Occupational Education	Per Student	9,782.00	10,962.00	12.06%	811,906.00	1,183,896.00	371,990.00	45.82%
109.259	Occ. Ed./Madison BOCES	Per Student	N/A	N/A	0.00%	44,412.00	44,944.00	532.00	1.20%
201.010	8:1:1	Per Student	45,756.00	49,475.00	8.13%	8,385,259.75	7,710,735.00	(674,524.75)	-8.04%
201.015	8:1:2 + 1	Per Student	44,735.00	46,800.00	4.62%	357,890.00	327,600.00	(30,290.00)	-8.46%
202.259	Intense Mgmt Needs/Madison BOCES	Per Student	N/A	N/A		138,754.00	130,992.00	(7,762.00)	-5.59%
204.010	12:1:1	Per Student	32,528.00	34,575.00	6.29%	2,396,487.95	2,372,457.00	(24,030.95)	-1.00%
205.259	Special Class:Option 2/Madison BOCES	Per Student	N/A	N/A		342,200.00	381,428.00	39,228.00	11.46%
206.020	Transition Services	Per Student	5,627.00	5,795.00	2.99%	257,847.00	348,163.50	90,316.50	35.03%
206.030	Stride Program	Per Student	2,508.00	2,583.00	2.99%	28,164.00	87,012.00	58,848.00	208.95%
206.040	College Works Foundation	Per Student	9,709.00	10,000.00	3.00%	163,890.00	122,851.80	(41,038.20)	-25.04%
206.050	Options - Middle School	Per Student	9,709.00	10,000.00	3.00%	191,205.00	625,512.60	434,307.60	227.14%
206.060	Life After High School	Per Student	9,709.00	10,000.00	3.00%	81,945.00	37,512.00	(44,433.00)	-54.22%
206.070	Yes	Per Student	9,709.00	10,000.00	3.00%	63,735.00	153,799.20	90,064.20	141.31%
206.090	Options - High School	Per Student	9,709.00	10,000.00	3.00%	218,520.00	401,378.40	182,858.40	83.68%
209.010	12:1:3	Per Student	45,330.00	47,145.00	4.00%	7,773,978.89	9,047,005.00	1,273,026.11	16.38%
214.259	Secondary Intense Mgmt/Madison BOCES	Per Student	N/A	N/A		201,368.00	353,038.00	151,650.00	75.30%
216.010	6:1:1	Per Student	87,648.00	90,274.00	3.00%	1,348,769.55	1,703,870.00	355,100.45	26.33%
222.259	Special Class:Option 3/Madison BOCES	Per Student	N/A	N/A	0.0%	363,815.00	-	(363,815.00)	-100.00%
225.259	Elem IMN 6:1:2/Madison BOCES	Per Student	N/A	N/A		667,382.00	333,893.00	(333,489.00)	-49.97%
228.259	Skills Dev Elem/Madison BOCES	Per Student	N/A	N/A		691,978.00	197,669.00	(494,309.00)	-71.43%
229.259	Elementary Autism/Madison BOCES	Per Student	N/A	N/A		-	404,672.00	404,672.00	100.00%
230.259	Intense Mgmt Needs/Madison BOCES	Per Student	N/A	N/A		249,113.00	114,360.00	(134,753.00)	-54.11%
232.259	Autism Secondary/Madison BOCES	Per Student	N/A	N/A		119,675.00	388,276.00	268,601.00	224.44%
234.259	Elementary 12:1:3/Madison BOCES	Per Student	N/A	N/A		-	109,188.00	109,188.00	100.00%
303.010	Art	FTE	N/A	N/A	0.0%	-	252,340.00	(22,940.00)	-8.33%
305.010	Guidance	FTE	114,700.00	114,700.00	0.00%	275,280.00	176,716.00	(99,564.00)	-35.80%
306.010	Technology	FTE	148,930.00	148,930.00	0.00%	238,288.00	176,716.00	(61,572.00)	-25.83%
307.010	Itinerant English	FTE	140,834.00	149,990.00	6.50%	98,583.80	104,993.00	6,409.20	6.50%
308.010	Physical Education	FTE	92,027.00	N/A	0.00%	92,027.00	-	(92,027.00)	-100.00%
310.010	Nurse Practitioner	FTE	115,765.00	124,083.00	7.19%	57,882.50	62,041.50	4,159.00	7.19%
312.010	School Physician/Medical Director	FTE	2,324.16	2,324.16	0.00%	402,464.70	409,760.00	7,295.30	1.81%
312.020	School Physician	PHYSICIAN CONSULT	1,249.00	1,249.00	0.00%	67,510.24	63,763.24	(3,747.00)	-5.55%
313.010	School Psychologist	FTE	118,840.00	127,158.00	7.00%	344,636.00	368,758.20	24,122.20	7.00%
314.010	Social Worker	FTE	121,904.00	124,880.00	2.44%	243,808.00	249,760.00	5,952.00	2.44%
315.010	Speech Impaired	FTE	124,939.00	136,306.00	9.10%	1,000,642.50	990,865.20	(9,777.30)	-0.98%
316.010	Visually Impaired	FTE	168,975.00	178,840.00	5.84%	126,731.25	130,553.20	3,821.95	3.02%
318.010	Hearing Impaired	FTE	175,250.00	190,848.00	8.79%	154,658.13	190,648.00	35,989.87	23.27%
321.010	Physical Therapy	FTE	151,410.00	161,982.00	6.97%	181,692.00	194,354.40	12,662.40	6.97%
322.010	Occupational Therapy	FTE	124,211.00	133,230.00	7.26%	260,843.10	279,783.00	18,939.90	7.26%
325.010	Home Economics	FTE	111,080.00	117,546.00	5.82%	66,648.00	70,527.60	3,879.60	5.82%
332.010	Curriculum Supervision Coordination	FTE	113,972.00	118,796.00	4.23%	626,846.00	736,535.20	109,689.20	17.50%
337.010	Spanish	FTE	125,252.00	125,252.00	0.00%	-	50,100.80	50,100.80	100.00%
338.010	Music Teacher	FTE	107,079.00	99,000.00	-7.54%	299,821.20	277,200.00	(22,621.20)	-7.54%
345.010	Shared Business Official	FTE	-	-	-	-	-	-	-









**ONEIDA-HERKIMER-MADISON BOCES  
 TEN-YEAR SUMMARY  
 BUDGET VERSUS EXPENDITURES**

<b>FISCAL YEAR</b>	<b>INITIAL BUDGET JULY</b>	<b>% ANNUAL INCREASE</b>	<b>ADJUSTED BUDGET JANUARY</b>	<b>% ANNUAL INCREASE</b>	<b>ADJUSTED BUDGET JUNE</b>	<b>% ANNUAL INCREASE</b>	<b>FINAL EXPENSE</b>	<b>% ANNUAL INCREASE</b>
2015-16	54,642,366	1.2%	60,137,613	0.1%	66,121,854	4.6%	62,567,739	2.3%
2016-17	58,601,826	7.2%	65,706,324	9.3%	67,587,978	2.2%	63,274,469	1.1%
2017-18	62,217,686	6.2%	69,981,313	6.5%	72,888,834	7.8%	65,266,331	3.1%
2018-19	63,899,734	2.7%	75,453,305	7.8%	78,244,622	7.3%	70,445,216	7.9%
2019-20	65,252,103	2.1%	80,490,729	6.7%	83,464,859	6.7%	73,014,937	3.6%
2020-21	72,199,158	10.6%	82,610,231	2.6%	88,335,220	5.8%	79,623,308	9.1%
2021-22	73,239,223	1.4%	86,581,334	4.8%	94,823,132	7.3%	84,079,974	5.6%
2022-23	80,551,736	10.0%	94,916,540	9.6%	98,494,540	3.9%	90,639,078	7.8%
2023-24	87,277,547	8.3%	96,316,504	1.5%	98,391,065	-0.1%	91,283,546	0.7%
2024-25	94,356,575	8.1%	106,257,218	10.3%	110,968,014	12.8%	104,731,172	14.7%




# Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org

## Memorandum

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D. 

Date: April 20, 2026

Subject: Recommendation for Approval of Board Policies

Prepared by: Tim Rowland

**IX. D. 2.**  
**Approval of Board Policies (First Reading)**  
**6700, 6702, 7068, 7102, 7200, 7201, 7301, 7302, 7400, 7401, 7601**  
**May 13, 2026**

### **Background**

The Oneida-Herkimer-Madison Cooperative Board is responsible for establishing policies for the operation of OHM BOCES which include curricular, financial, and other policies.

The purpose of the OHM BOCES' Policy Manual is to provide a comprehensive written listing of the Cooperative Board's current policies, rules and regulations.

### **Discussion**

The OHM BOCES' Policy Committee, with legal assistance from the Madison-Oneida-BOCES Labor Relations and Policy Office, have audited the following policies listed below and are seeking approval by the OHM BOCES Cooperative Board.

### **Recommendation**

It is recommended that the Cooperative Board approve the following policies:

- 6700 Job Descriptions
- 6702 Consultants
- 7068 Limitations on the Use of Physical Restraint (and Time Out) [Replaces current Policy 7302]
- 7102 Student Dismissal to Parent/Guardian
- 7200 Reporting Possible Child Abuse or Maltreatment
- 7201 Child Abuse in an Educational Setting
- 7301 Loss or Destruction of OHM BOCES Property or Resources
- 7302 Use of Time Out Rooms (Delete-Replace with 7068)
- 7400 Education Records

7401 Parental Access to Instructional Materials  
7601 Censorship of Non-School Student Publications

**Resolution**

That the Cooperative Board approves the following Policies in order to provide a comprehensive written listing of the Cooperative Board's current policies, rules and regulations for the Oneida-Herkimer-Madison BOCES.

6700 Job Descriptions  
6702 Consultants  
7068 Limitations on the Use of Physical Restraint (and Time Out) [Replaces current Policy 7302]  
7102 Student Dismissal to Parent/Guardian  
7200 Reporting Possible Child Abuse or Maltreatment  
7201 Child Abuse in an Educational Setting  
7301 Loss or Destruction of OHM BOCES Property or Resources  
7302 Use of Time Out Rooms (Delete-Replace with 7068)  
7400 Education Records  
7401 Parental Access to Instructional Materials  
7601 Censorship of Non-School Student Publications

Attachments: policies

# Policy

PERSONNEL

**Draft 01/29/26**  
6700 – no changes

## JOB DESCRIPTIONS

Job descriptions for OHM BOCES positions shall be developed and maintained by the administration, in compliance with applicable law and regulations, and in accordance with collective bargaining agreements.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 02/12/14, 10/13/21

Reviewed: \_\_\_\_\_

# Policy

PERSONNEL

Draft 02/17/26  
6702

BOCES Specific Policy.  
CONSULTANTS

I. Statement of Policy

The administrative and supervisory staff of the OHM BOCES shall encourage the use of professional consultants from the State Education Department, colleges, universities, and other resource persons, when such consultative services will be helpful in the improvement of the instructional program of OHM BOCES and schools of the component districts. All consultants shall be approved by the District Superintendent or Assistant Superintendents prior to the provision of services ~~invitation and arrangement for visitation by such person or persons to the area.~~

II. Implementation

- A. Consultants shall be employed according to agreed-upon hourly and/or daily rates. Additional expenses for travel, meals and lodging shall be allowed, if applicable and with prior approval.
- B. Consultants will be employed for purposes such as meetings, planning services, surveys, seminars and workshops. Other purposes may be determined at the discretion of the District Superintendent.

III. Proposal

Directors shall submit in writing to the District Superintendent or Assistant Superintendents each proposal to use such consultant. Any proposal shall state the name of the consultant(s), area of expertise, the reason for selection, the purpose of presence, the duration of stay, the expected outcomes of participation, and the ~~total~~ cost for services ~~the visit~~.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Adopted: 07/10/02

Revised: 02/12/14, 10/13/21\*, \_\_\_\_\_

Please note use of timeout is a BOCES' specific decision.

# Policy

Draft 03/09/26  
7068 replaces 7302

## Required OUT AND PHYSICAL RESTRAINTS

### I. Statement of Policy

- A. All students of the OHM BOCES should be educated in a safe, respectful, and non-restrictive environment where they can receive the instruction and other supports needed to learn.
- B. Pursuant to Commissioner's Regulation 19.5, teachers, administrators, officers, employees, and agents are prohibited from using the following against a student:
  - 1. Corporal punishment;
  - 2. Placing a student in a locked room or space;
  - 3. Restraints used in such a manner that restrict the student's ability to breathe or communicate, or that harms the student;
  - 4. Aversive interventions;
  - 5. Prone restraints; and
  - 6. Mechanical restraints.
- C. The District Superintendent or designee shall work with staff to implement school-wide, classroom, and individualized systems of positive, evidence-based behavioral interventions and supports and make every effort to prevent the need for the use of timeout and physical restraints in the school environment.

### II. Definitions

- A. Physical restraint - a personal restriction that immobilizes or reduces the ability of a student to move their arms, legs, body, or head freely. This does not include a physical escort or brief physical contact and/or redirection to promote student safety, calm or comfort a student, prompt or guide a student when teaching a skill or assisting a student in completing a task, or similar purposes.
- B. Timeout - a behavior management technique that involves the monitored separation of a student in a non-locked setting and is implemented for the purpose of de-escalating, regaining control, and preparing the student to meet expectations to return to their education program. The term shall not include:
  - 1. a student-initiated or student-requested break to use coping skills, sensory input, or self-regulation strategies;
  - 2. use of a room or a space containing coping tools or activities to assist a student to calm down and self-regulate, or the use of such intervention strategies consistent with a student with a disability's behavioral intervention plan (BIP); or
  - 3. a teacher removal, in-school suspension, or any other appropriate

POLICY

Draft 03/09/26  
7068 replaces 7302

STUDENTS

Policy is Required

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

disciplinary action.

- C. Agent (of a school) - includes, but is not limited to, school resource officers, except when a student is under arrest and handcuffs are necessary for the safety of the student and others.

III. Use of Physical Restraint and Timeout

A. The Use of Physical Restraint

1. Physical restraint may only be used in a situation where immediate intervention with physical force is necessary to prevent imminent danger of serious physical harm.
2. The type of physical restraint used must be the least restrictive technique necessary and it must be stopped as soon as the imminent danger of serious harm has been resolved.
3. Physical restraint cannot be used as an intervention on a student's IEP, Section 504 plan, BIP, or other plan that has been developed for the student by the OHM BOCES.
4. The use of physical restraint to prevent property damage is prohibited except where there is imminent danger of serious physical harm to the student or others, and the student has not responded to positive, proactive intervention strategies.
5. The District Superintendent or their designee shall develop appropriate procedures, including developing appropriate time limitations, for the use of physical restraint.
6. Physical restraint must only be used by staff who have been trained pursuant to this Policy.

B. The Use of Timeout

**OPTION 1: [Some BOCES do not allow for the use of timeout or timeout rooms. If so, we recommend choosing this Option.]**

The OHM BOCES prohibits the use of timeout and timeout rooms.

<or>

**OPTION 2 [Choose this Option if the BOCES wants to allow for the use of**

POLICY

Draft 03/09/26  
7068 replaces 7302

STUDENTS

Policy is Required

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

timeout in the limited circumstances it is allowed under the Commissioner's Regulations]:

1. Timeout shall only be used in a situation where there is an immediate concern for the physical safety of the student or others. The student must be returned to their educational program as soon as the student has safely de-escalated, regained control, and is prepared to meet expectations.
2. A room or physical space used for timeout may be located within a classroom or outside of the classroom and shall:
  - i. be unlocked and any door must be able to be opened from the inside.
  - ii. allow for continuous visual and auditory monitoring of the student;
  - iii. be of adequate size to allow the student to move about and recline comfortably;
  - iv. be clean and free of objects that could be dangerous to a student;
  - v. include adequate lighting and ventilation; and
  - vi. meet all local fire and safety codes.
3. Wall and floor coverings in the room or space shall be designed to prevent injury to the student.
4. The temperature of the room or physical space shall be within the normal range and consistent with the rest of the building.
5. Staff shall continuously monitor the student in timeout.
6. The District Superintendent or their designee shall develop appropriate procedures, including time limitations, for the use of timeout.

C. Debriefing

1. As soon as practicable, and after every incident in which timeout or a physical restraint is used, the [Choose: District Superintendent, Assistant Superintendent, Administrator, Principal, or other title] or designee shall meet with staff who participated in the use of timeout or physical restraint to discuss:
  - i. the circumstances leading to the use of timeout or physical restraint;
  - ii. the intervention strategies that were used prior to the timeout or physical restraint; and
  - iii. planning for the prevention and reduction of the future need for timeout and/or physical restraint with the student whether a referral

POLICY

Draft 03/09/26  
7068 replaces 7302

STUDENTS

Policy is Required

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

for special education programs or other support services or, for a student with a disability, a referral for review of their IEP or BIP is needed.

2. The [Choose: District Superintendent, Administrator/ Director/ Principal/ other title] or designee shall direct a staff member to debrief the incident with the student in a manner appropriate to the student's age and developmental ability and to discuss the behavior(s), if any, that precipitated the use of timeout or physical restraint.

IV. Documentation

- A. The OHM BOCES shall maintain documentation on the use of physical restraint or timeout for each student, including timeout used pursuant to a student's BIP, which must include:
  1. the name and date of birth of the student;
  2. the setting and the location of the incident;
  3. the name of the staff or other persons involved;
  4. a description of the incident including duration and type of restraint used;
  5. a statement as to whether the student has a current behavioral intervention plan (504 Plan or individualized education plan (IEP));
  6. details of any injuries sustained by the student or others, including staff, as a result of the incident;
  7. the date and method of contact used to notify the parent/person in parental relation; and
  8. the date of the debriefing.
- B. The documentation must be reviewed by school supervisory personnel, and as necessary, the school nurse or other medical personnel.
- C. The District Superintendent or their designee shall review the documentation to monitor patterns of use of timeout and physical restraint. The Building Principal or their designee shall address any pattern use.

V. Training

- A. All staff and agents, including but not limited to SROs or school safety/security officers, shall receive annual training on OHM BOCES policies and procedures related to the use of timeout and physical restraint, evidence-based positive proactive strategies, crisis intervention and prevention procedures, and de-escalation techniques.

POLICY

Draft 03/09/26  
7068 replaces 7302

STUDENTS

Policy is Required

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

- B. In addition to the annual training, staff and agents, including but not limited to SROs or school safety/security officers, who may be called upon to implement physical restraint or timeout, including timeout monitors, must be trained in appropriate evidence-based safe and effective developmentally appropriate timeout and physical restraint procedures annually.
- C. Staff shall be trained in the requirements in section 8 NYCRR 200.22(c) of the Commissioner's regulations as they relate to students with disabilities whose behavioral intervention plan includes the use of timeout as a consequence.

VI. Parent Notification

- A. The District Superintendent or designee shall develop internal procedures to ensure parents or persons in a parental relation of a student who is placed in timeout or is physically restrained are notified on the same day.
- B. The notification shall offer the parent/person in parental relation an opportunity to meet regarding the timeout or physical restraint incident.
- C. If parents/persons in parental relation to the student cannot be contacted after reasonable attempts are made, the OHM BOCES shall document the attempts and the method of contact attempted. For a student with a disability, the Principal shall record and report such attempts to the Committee on Special Education (CSE).
- D. The OHM BOCES shall provide the parent or person in parental relation to the student a copy of the documentation of the incident within three (3) school days of the use of timeout or a physical restraint.

VII. Reporting

Beginning with the 2024-2025 school year, the OHM BOCES shall submit an annual report on the use of physical restraint and timeout and substantiated and unsubstantiated allegations of use of corporal punishment, mechanical restraint, and other aversive interventions, prone physical restraint, and seclusion, including those used an agent of the OHM BOCES such as an SRO or school safety/security officer, to the department, as prescribed by the Commissioner. This data shall include reports for students for whom the OHM BOCES is the district of residence who are not reported by another school.

VIII. Dissemination and Review

- A. Parents and persons in parental relation of students of the OHM BOCES shall receive a copy of this Policy.

POLICY

**Draft 03/09/26**  
7068 replaces 7302

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**Policy is Required**

LIMITATIONS ON THE USE OF TIMEOUT AND PHYSICAL RESTRAINTS

- B. This Policy shall be made publicly available in each OHM BOCES building and on the OHM BOCES' website.
- C. The District Superintendent or their designee shall review this policy and documentation on the OHM BOCES' use of timeout or physical restraint regularly to ensure compliance with OHM BOCES policy and procedures.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law § 4402(9); 8 NYCRR 19.5, 100.2, 200.1, 200.7, 200.15, 200.22; Penal Law §35.10; 8 NYCRR 19.5; Johnson v. Newburgh Enlarged School District 239 F.3d 246 (2001); *Dear Colleague Letter*, U.S. Department of Education (March 24, 2023); *Addressing the Needs of Children with Disabilities and IDEA's Discipline Provisions*, U.S. Department of Education (July 19, 2022); *Restraint and Seclusion: Resource Document*, U.S. Department of Education (May, 2012)

Cross Ref: 1005, Code of Conduct; 8500, Special Education Programs and Services

Adopted: \_\_\_\_\_

# Policy

STUDENTS

Draft 02/17/26  
7102

## STUDENT DISMISSAL TO A PARENT OR GUARDIAN

### I. Presumption: Statement of Policy

- A. ~~Students of the OHM BOCES will assume that either parent/guardian has equal authority to obtain the release of his/her child~~ will be dismissed from OHM BOCES programs to either parent, unless the OHM BOCES is provided with a certified copy of a court order or other legally binding instrument to the contrary.
- B. ~~The OHM BOCES will assume that, if a parent/guardian has provided the OHM BOCES with a copy of a court order or other legally binding instrument pertaining to the parent's/guardian's right to obtain or direct the release of his/her child, The most recent such order or instrument that has been provided to OHM BOCES will be controlling.~~

### II. Established List

- A. A list of individuals authorized to obtain the release of a student enrolled in OHM BOCES programs will be established and maintained in the Main Office.
- B. Parent/guardian may add or delete names from the established list during regular business hours. No parent/guardian will be allowed to change the list unless ~~he/she is~~ they are first able to verify to the OHM BOCES satisfaction ~~his or her~~ their identity with a photo identification.
- C. There will be only one established list per student. If parents/guardians cannot agree on the contents of the established list, the OHM BOCES will honor the request of the parent/guardian who has primary physical custody. In the event that parents/guardians have joint and equal physical custody, both parents/guardians must agree to add a name to the established list.
- D. Parents/guardian may not add or delete names from the established list in contravention of any court order or other legally binding instrument that is in the possession of the OHM BOCES.

### III. Procedures for Regular Release

- A. The OHM BOCES will only release a student to ~~his/her~~ their parents/guardians (except in those instances where the OHM BOCES has been provided if one parent/guardian has provided the OHM BOCES with a copy of a court order or other legally binding instrument to the contrary), appropriate legal authorities or to other persons whose names are ~~listed~~ included on the established list.

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Draft 02/17/26  
7102

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STUDENT DISMISSAL TO A PARENT OR GUARDIAN

- B. In the event of an emergency, as determined and verified by the Program Administrator, a student may be released to an individual not appearing on the established list, but only if the parent/guardian or identified emergency contact has been contacted, and ~~he/she gives~~ they give verbal permission for the release of the student.
  
- C. Any individual who seeks the release of a student from school must report to the Main Office and present identification to the satisfaction of the Program Administrator or designee.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS Education Law § 3210(1)(c)

Cross Ref: 7001, Student Attendance

Adopted: 11/13/13

Revised: 10/14/20, \_\_\_\_\_

# Policy

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Draft 03/09/26

## STUDENTS

7200

Policy is Required.

### REPORTING POSSIBLE CHILD ABUSE OR MALTREATMENT

#### I. Statement of Policy

~~The OHM BOCES maintains an orientation program for all current and new school officials and provides them with copies of this Policy to inform them of their obligations regarding reporting suspected child abuse or maltreatment, and the OHM BOCES' procedures for reporting possible child abuse or maltreatment. For purposes of this Policy, and its procedures, a child is considered "abused" or "maltreated" according to the definition of those terms in Section 412 of the New York State Social Services Law.~~

- A. The OHM BOCES recognizes that every school official holding a license or certificate has a legal duty to make a report when they have reasonable cause to suspect that a child coming before them in their professional or official capacity is an abused or maltreated child, and to then immediately notify the designated OHM BOCES administrator that a report has been made. The OHM BOCES also recognizes that any person may make such a report.
- B. The OHM BOCES does not take adverse employment action against any OHM BOCES employee who makes a report of suspected child abuse or maltreatment in the belief that ~~he or she has~~ they have reasonable cause to make such a report.
- C. For purposes of this Policy, the term "school official" includes the OHM BOCES' medical director, school nurses, school social workers, teachers, guidance counselors, school psychologists, athletic trainers, school administrators, and any other personnel required to hold a teaching or administrative license or certificate including all compensated OHM BOCES employees who are required to hold a temporary coaching license or permanent coaching certificate, whether full-time or part-time.
- D. Training
  - 1. All mandated reporters must complete the required mandated reporter training under NYS Social Services 413.
  - 2. The OHM BOCES maintains an orientation on-going program for all current and new school officials and provides them with copies of this Policy to inform them of their obligations regarding reporting suspected child abuse or

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REPORTING POSSIBLE CHILD ABUSE OR MALTREATMENT

maltreatment, and the OHM BOCES' procedures for reporting possible child abuse or maltreatment. Taken from I(A)

II. Scope of Policy

- A. This Policy, with its procedures, applies when the suspected child abuse or maltreatment has resulted from the action (or inaction) of the child's parent, or of another person who is legally responsible for the child (e.g. guardian or custodian). When the issue arises from action (or inaction) by an OHM BOCES employee or volunteer, the obligation to report, and the procedures for reporting, are those described in Policy 7201, Child Abuse in an Educational Setting.
- B. For purposes of this Policy, and its procedures, a child is considered "abused" or "maltreated" according to the definition of those terms in Section 412 of the New York State Social Services Law. The definitions are accessible on the New York State Office of Children and Family Services website <https://ocfs.ny.gov/programs/cps/definition.php> <http://www.ocfs.state.ny.us>.

III. Procedures (Student Under 18 Years of Age)

- A. When a school official has reasonable cause to suspect child abuse or maltreatment, that person is required to take the following steps:
  - 1. Make an oral report to the Statewide Central Register of Child Abuse or Maltreatment ("hotline"). The OHM BOCES' orientation program shall provide all school officials with current information regarding how to contact the Central Register.
  - 2. Immediately after making the report to the central child abuse registry, notify the Building Principal or the Assistant Superintendent for Instructional Services that a report has been made, providing the Building Principal or Assistant Superintendent for Instructional Services with the name of each OHM BOCES employee who is believed to have direct knowledge of the allegations in the initial oral report.
- B. Upon being notified that an initial report of suspected child abuse or maltreatment has been made to the Central Registry, the Building Principal or Assistant Superintendent for Instructional Services shall:
  - 1. Notify the District Superintendent,
  - 2. If the situation involves possible physical injury,

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- a. arrange for the child to be examined by the school nurse, and a record of the examination made, and
  - b. take, or cause to be taken, color photographs of the affected area, and, if medically indicated, make arrangements to have a radiological examination (x-ray) of the child performed, and
3. File a written report with the County Department of Social Services within forty-eight (48) hours of the initial report using appropriate forms and safeguarding all information as may be required by the Department of Social Services. A copy of Form LDSS 2221A is accessible on the New York State Office of Children and Family Services website <http://www.ocfs.state.ny.us/ocfs.ny.gov/forms/ldss/LDSS-2221>.

The OHM BOCES' copy of this form shall be maintained separately from the child's other educational records.

- C. If the investigation by the Child Protective Service includes interviewing the child, or other students, at school, the interview shall be attended by the Building Principal or other designated administrator.
- D. The OHM BOCES' investigation of the suspected child abuse or maltreatment shall be conducted so as to minimize the number of times the child is asked to provide information.

IV. Reporting Procedures (Student Over 18 Years of Age)

For reports of abuse and/or maltreatment of students over the age of eighteen, the respective Principal shall make an oral report to the appropriate Adult Protective Services Department.

V. Consequences of Failure to Report

- A. By law, a school official who fails to report suspected child abuse or maltreatment may be subject to criminal action, as well as civil liability for any further harm that comes to the child.
- B. A failure to report to the Central Register and follow the procedures described in this Policy, when a school official has reasonable cause to suspect that a child coming before ~~him or her~~ them in ~~his or her~~ their professional or official capacity is an abused or maltreated child, will be considered unsatisfactory performance of the school official's duties, subject to possible discipline.

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Policy is Required.

REPORTING POSSIBLE CHILD ABUSE OR MALTREATMENT

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: Social Services Law Section §§411-412, 413, 415-420; NYS Education Law Sections §§3003, 3036; Family Court Act §1012; 8 NYCRR 80-1.4; 18 NYCRR 432.1; 20 U.S.C. §1232g; 34 CFR §99.36

Cross Ref.: 7201, Child Abuse in an Educational Setting

Adopted: 07/10/02

Revised: 11/13/13, 11/18/20, \_\_\_\_\_

# Policy

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Draft 03/09/26  
7201

Policy is Required.

## CHILD ABUSE IN AN EDUCATIONAL SETTING

### I. Purpose Statement of Policy

This Policy is adopted to ensure that the BOCES Board of Cooperative Educational Services and the OHM BOCES administration fulfill their responsibility to identify, report, and respond to incidents of child abuse in an educational setting, as defined in Article 23-B of the New York State Education Law and related Commissioner Regulations.

OHM BOCES will not withhold from the appropriate law enforcement authorities, the Commissioner of Education, or the Superintendent of Schools or District Superintendent of any affected school district or BOCES an allegation of child abuse in an educational setting as to which there has been a finding of reasonable suspicion pursuant to the procedures in this Policy, in return for the resignation or voluntary suspension of the alleged perpetrator.

### II. Scope of Policy and Reporting Responsibility

#### A. Conduct and Reporting of Alleged ~~that Must be Reported as Possible~~ Child Abuse in an Educational Setting

1. ~~An incident must be reported as possible child abuse in an educational setting if it involves~~ Conduct by an employee or volunteer of OHM BOCES or another school (Part H-B) a directed at a child (Part H-C) that occurs in an educational setting (Part H-D) and that potentially fits the definition of child abuse in an educational setting under Education Law Section 1125 (Part H-E).

2. The OHM BOCES' designated administrator for purposes of receiving reports and implementing this Policy shall be: Moved from III(A)(2)(a)

Title (Name not required)

Phone

Email

3. There are circumstances when the District Superintendent will directly receive a report of alleged child abuse in an educational setting. In those cases, the District Superintendent shall carry out the responsibilities of the designated administrator described in this Policy. Moved from III(A)(2)(b)

4. If the allegation relates to conduct by the [Chosen title in 2, above], then the written report shall be personally delivered to the District Superintendent. Moved from III(A)(2)(c)

#### B. Conduct by an Employee or Volunteer of OHM BOCES

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1. For purposes of this Policy, a person is considered to be an employee of OHM BOCES or another school if:
  - a. they receive compensation from OHM BOCES or another school, or
  - b. their duties involve direct student contact, and they either:
    - i. receive compensation from a person or entity that contracts with a school to provide transportation services to children, or
    - ii. are an employee of a contracted service provider or worker placed within a school pursuant to a public assistance employment program.
2. For purposes of this Policy, a person is considered to be a volunteer if that person has direct student contact and either:
  - a. provides services to a school but is not an employee of that school, or
  - b. provides services to a person or entity that contracts with a school to provide transportation services to children but is not an employee of that person or entity.

C. Definition of Child

Anyone who is under the age of twenty-one (21) years and is enrolled in a school is a child protected by the Education Law and this Policy.

D. Educational Setting

1. Any location where direct contact between an employee or a volunteer and a child allegedly occurs is considered an educational setting.
2. The general definition of educational setting includes the following locations:
  - a. the building and grounds of a school,
  - b. vehicles provided directly or by contract by the school for the transportation of students to and from school buildings,
  - c. field trips, and
  - d. sites where co-curricular and extra-curricular activities occur.

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CHILD ABUSE IN AN EDUCATIONAL SETTING

- E. Conduct That Constitutes Child Abuse for Purposes of This Policy
1. Inflicting physical injury, serious physical injury, or death, either intentionally or recklessly,
  2. Engaging in conduct that creates a substantial risk of physical injury, serious physical injury, or death, whether intentionally or recklessly,
  3. Engaging in conduct that is child sexual abuse prohibited by Article 120 or Article 263 of the New York Penal Law, or
  4. Committing or attempting to commit the crime of disseminating indecent materials to minors as defined in Article 235 or the New York Penal Law.
- III. Allegations of Child Abuse in an Educational Setting Must be Reported to the Designated Administrator
- A. Required Reports by OHM BOCES Personnel
1. OHM BOCES personnel in the following categories are required to file a written report whenever they receive an oral or written allegation that a child has been subjected to child abuse by an employee or volunteer in an educational setting:
    - a. members of the BOCES Board of Cooperative Educational Services,
    - b. any school personnel required to hold a teaching or administrative license or certificate,
    - c. a licensed and registered physical therapist, occupational therapist, and speech-language pathologist,
    - d. a teacher aide,
    - e. a school resource officer, and
    - f. a supervisor of school bus drivers employed by OHM BOCES.
  - ~~2. The written report must be promptly personally delivered to the designated OHM BOCES administrator and, if the location of the alleged child abuse is somewhere other than the OHM BOCES New Hartford campus, a copy must be personally delivered to the superintendent of schools of the school district in which the alleged child abuse occurred.~~

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- a. ~~The OHM BOCES administrator designated to receive reports of alleged child abuse in an educational setting is the [Principal or District Superintendent or other]. This person shall process the written report as described in Part IV, below.~~
- b. ~~There are circumstances when the District Superintendent will directly receive a report of alleged child abuse in an educational setting. In those cases, the District Superintendent shall carry out the responsibilities of the designated administrator described in Part IV, below.~~
- c. ~~If the allegation relates to conduct by the Principal, then the written report shall be personally delivered to the District Superintendent.~~

2. Delivery of Report

- a. Where a report of child abuse in an educational setting is made to an OHM BOCES staff member, a copy of the written report shall be promptly personally delivered to [insert title]. The [insert title] shall provide a copy of the report to the superintendent where the child or children attend school.
- b. Where a report of child abuse in an educational setting is received by the OHM BOCES, and the conduct is alleged to have occurred at another school or BOCES other than the OHM BOCES, a copy of the written report shall be provided to the superintendent where the alleged conduct took place, and to the superintendent where the child or children attend school.

3. The written report shall be made on the form approved by the Commissioner of Education. The District Superintendent shall promulgate an administrative regulation to supplement this Policy, consisting of a copy of the form or a link to an online copy of the form approved by the Commissioner.

B. Required Reports by School Bus Drivers

1. If a school bus driver employed by OHM BOCES receives an oral or written allegation that a child has been subjected to child abuse by an employee or volunteer in an educational setting, the driver shall promptly report that allegation to their OHM BOCES supervisor. The driver's report shall include providing as much information as possible about the identity of the child, the person making the allegation, the person alleged to have engaged in the alleged objectionable conduct committed child abuse in an educational setting, and the nature of the alleged objectionable conduct. The supervisor shall then

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promptly personally deliver a written report to the [insert title], as described in Part III-A above.

2. A school bus driver employed by a person or entity that contracts with OHM BOCES to provide transportation services to a child or children is also responsible for reporting an oral or written allegation that a child has been subjected to child abuse by an employee or volunteer in an educational setting.
  - a. The driver shall promptly report the allegations to the driver's supervisor ~~employed by the person or entity under contract to OHM BOCES.~~
  - b. The supervisor shall then make and personally deliver a written report on the form prescribed by the Commissioner of Education ~~and personally deliver the written report to the [insert title] designated OHM BOCES administrator~~ and to the superintendent of schools of the school district ~~in which where~~ the alleged act of child abuse in an educational setting occurred. A copy shall also be delivered to the Superintendent of the school where the child attends, if different.
  - c. Any contract between OHM BOCES and a person or entity to provide transportation services to a child or children shall include this reporting obligation.

IV. Responsibility of Designated Administrator for Processing Report of Alleged Child Abuse in an Educational Setting

A. Determination of Reasonable Suspicion

1. The designated OHM BOCES administrator shall first evaluate the information reported on the form and make a conclusion whether the information supports a reasonable suspicion that an act of child abuse in an educational setting has occurred. The designated administrator may make reasonable additional inquiries to obtain information necessary to make this initial determination, but is not responsible to conduct a full investigation, and may not unreasonably delay making the reasonable suspicion determination for purposes of making additional inquiries.
2. The designated administrator shall also make an assessment as to whether the conduct described in the report may constitute conduct that constitutes corporal punishment or that violates the OHM BOCES Code of Conduct or policies against discrimination, harassment, and bullying, and, if so, forward

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the underlying allegations (but not the written report form) to the OHM BOCES DASA Coordinator and Title IX Coordinator, as appropriate.

B. Actions Required When Information Supports Reasonable Suspicion of Child Abuse in an Educational Setting

1. If the report has been made by someone other than a parent of the subject child, promptly notify the parent of the report.
2. Promptly provide the parent of the subject child with a copy of the statement of parental rights, responsibilities, and procedures prepared by the District Superintendent in accordance with Commissioner's Regulations (~~8 NYCRR §100.2(hh)~~).
3. Obtain any information about the reporting source necessary to complete the form, and complete the form.
4. Promptly provide a copy of the completed form to the District Superintendent and, if appropriate and not already done, provide a copy to the superintendent of schools of any involved school district.
5. Promptly forward a copy of the completed form to appropriate law enforcement authorities. The report to law enforcement authorities may not be delayed by reason of inability to contact the District Superintendent.

C. Reports to Commissioner of Education

In all cases where a completed report is forwarded to the appropriate law enforcement authorities and the employee or volunteer alleged to have committed an act of child abuse holds a certification or license issued by the Department, the District Superintendent must also refer such report to the Commissioner of Education.

D. Confidentiality of Records

All reports and other written materials related to fulfilling the responsibilities of OHM BOCES under this Policy and the Education Law shall be confidential and shall not be redisclosed except to law enforcement authorities involved in an investigation of child abuse in an educational setting, or in response to a court-ordered subpoena, or as otherwise authorized by law. OHM BOCES acknowledges that willful disclosure of such confidential records may result in criminal penalties.

E. Management of Personnel Records

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Policy is Required.

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~~If a report does not result in a finding of reasonable suspicion or, after investigation by law enforcement, does not result in a criminal conviction, the report shall be removed from any record which has been kept by OHM BOCES with respect to the subject of the report after a period of five years from the date the report was made.~~

Reports that were investigated and do not result in a criminal conviction will be expunged from an employee's record five (5) years after they were sent to law enforcement and the Commissioner of Education.

V. Notice to Staff

OHM BOCES shall annually provide to all persons listed in Part II as having an obligation to report allegations of child abuse in an educational setting an explanation of their obligation under the Education Law and this Policy, including an explanation of the legal immunity for making good faith reports that is provided by Education Law Section 1126.

VI. Training Program

OHM BOCES shall establish, and implement on an ongoing basis, a training program administered to reach all of the personnel identified in Part III of this Policy as having a responsibility to report allegations of child abuse in an educational setting. The training program shall include, at a minimum, the elements listed in the applicable Commissioner's Regulation, 8 NYCRR § 100.2(hh).

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Oneida-Herkimer-Madison Board of Cooperative Educational Services  
Legal Ref: NYS Education Law Article 23-B; 8 NYCRR 100.2(hh)  
Cross Ref: 7200, Reporting Possible Child Abuse or Maltreatment  
Adopted: 07/10/02  
Revised: 11/13/13, 03/10/21, \_\_\_\_\_

# Policy

Draft 03/09/26  
7301

## STUDENTS

BOCES Specific Policy.

### LOSS OR DESTRUCTION OF DISTRICT PROPERTY OR RESOURCES

#### I. Statement of Policy

The OHM BOCES is authorized to seek restitution through civil action when a student has willfully, maliciously, or unlawfully damaged, defaced or destroyed real or personal property in the care, custody and/or ownership of the OHM BOCES; or has knowingly entered or remained in a OHM BOCES building, and/or wrongfully taken, obtained or withheld personal property owned or maintained by the OHM BOCES.

#### II. Judgment

In instances where the OHM BOCES has sought and obtained a judgment from a court of competent jurisdiction, parent/guardian liability for civil damages shall not exceed \$5,000. Under certain circumstances, a court may consider the parent's or guardian's inability to pay any portion of the entire cost of damages which is in excess of \$500.00, and enter a judgment in an amount within the financial capacity of the parent or guardian. However, no such judgment shall be entered for an amount which is less than \$500.00.

#### III. ~~Bomb Threat~~ False Reporting of an Incident and/or Placing a False Bomb

OHM BOCES is also authorized to seek restitution where a student:

- A.      Has falsely reported an incident; or
- B.      Has placed a false bomb as defined in the New York State Penal law.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: NYS General Obligations Law §3-112, NYS Penal Law §§60.27, 240.50, 250.55, 240.60 and 240.61

Adopted: 07/10/02

Revised: 11/13/13, 11/18/20, \_\_\_\_\_

# Policy

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## STUDENTS

7302

### USE OF TIME OUT ROOMS(S)

#### I. Statement of Policy

It is the policy of the OHM BOCES to use time out rooms as a behavior intervention technique only when the use of a time out room is: (a) incorporated into a student's behavioral intervention plan as a technique to teach and reinforce appropriate behaviors, or (b) a response to an unanticipated situation that poses an immediate concern for the physical safety of a student or others.

A time out room is an area for a student to safely deescalate, regain control and prepare to meet expectations to return to his or her educational program. It may not be used to punish or to discipline a student.

#### II. Behavioral Interventions

A. —When a student's behavioral intervention plan (BIP)/ individualized education program (IEP) includes use of a time out room, then the behavioral intervention plan shall specifically describe: (a) the factors which may precipitate the use of the time out room, and (b) the maximum amount of time, considering the student's age and individual needs, that a student may be in a time out room.

B. When a student is placed in a time out room as a response to an unanticipated situation that poses an immediate concern for the physical safety of a student or others, appropriate, subsequent steps shall be taken promptly to evaluate the need for a functional behavior assessment.

#### III. Communication With Parents/Guardians and CSE

A. When a student's behavioral intervention plan includes possible use of a time out room, the student's parent(s)/guardian(s) shall be sent a letter prior to the initiation of the behavioral intervention plan that tells them of the possible use of a time out room, and also tells them that they may schedule a visit to the OHM BOCES to see the time out room. Parents/guardians shall be provided with a copy of this policy.

B. When a student has been placed in a time out room, the student's parent / guardian shall be notified that same day that the student needed to utilize the time out room. Multiple documented attempts to contact the parent / guardian shall be made if needed. The CSE will be notified that the time out room was utilized and will be informed of the attempts to contact the parent/guardian.

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USE OF TIME OUT ROOM(S)

IV. Operational Implementation

- A. No physical space shall be designated for use as a time out room unless:
  - 1. Its physical dimensions, furnishings, and environmental conditions satisfy the standards required by the regulations of the Commissioner of Education;
  - 2. at least one door to the room may be opened from the inside; and
  - 3. it is possible for staff to hear and see a student at all times that the student is in the time out room.
- B. Staff shall continuously monitor any student in a time out room.
- C. A time out room shall be unlocked at all times. The use of locked rooms or spaces as a time out room is prohibited.
- D. No student shall remain in a time out room for a period of time longer than the time period necessary to regain control and prepare to meet the expectations to return to his or her educational program or that time period identified in the student's behavioral intervention plan (BIP) / individualized education program (IEP), whichever is shorter. When a student without a prior behavioral intervention plan is placed in a time out room in response to an unanticipated situation that poses an immediate concern for the physical safety of a student or others, the maximum length of time the student shall remain in the time out room shall be: [30] minutes for students through the elementary grade level, or equivalent age, and [80] minutes, or two class periods, for students above the elementary grade level, or equivalent age.
- E. The use of the OHM BOCES time out rooms shall be recorded in a manner that will permit the OHM BOCES to monitor the effectiveness of the use of the time out room to decrease specified student behaviors, while maintaining the required confidentiality of student information.
- F. All staff assigned to programs that include use of a time out room will be trained annually in the policies and procedures regarding its use. No staff member who has not been trained regarding the OHM BOCES policies and procedures related to the use of time out rooms may direct a student to a time out room.

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USE OF TIME OUT ROOM(S)

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USE OF TIME OUT ROOM(S)

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 8 NYCRR 200.22

Adopted: 11/13/13

Revised: 11/18/20, 02/08/23

# Policy

Draft 03/09/26  
7400

## STUDENTS

Policy is Required.  
EDUCATION RECORDS

### I. Statement of Policy

The BOCES Board of Cooperative Educational Services recognizes its obligation to maintain the confidentiality of student education records and to grant parents/guardians and eligible students access to those records in accordance with the Family Educational Rights and Privacy Act (FERPA).

### II. Definitions and Designations

#### A. Records Access Officer:

The OHM BOCES's Records Access Officer is the Clerk of the BOCES Board of Cooperative Educational Services.

B. Parent - ~~The term "Parent"~~ includes natural parent, a guardian or an individual acting as parent or guardian in the absence of the student's parent or guardian.

C. Eligible Student - ~~The term "Eligible Student" means~~ a student who has reached age eighteen (18) or is attending post-secondary school.

D. Education Records - ~~The term "Education Records"~~ includes records, files, documents and other materials which contain information directly related to a student and are maintained by the OHM BOCES or a person acting on behalf of the OHM BOCES.

Education Records may exist in any form, including but not limited to print, computer media, video or audiotape, film, microfilm, microfiche and other materials which contain confidential information directly related to a student and which are maintained by the OHM BOCES or a party acting on behalf of the OHM BOCES. Education records do not include:

1. Certain Records in the Sole Possession of the Maker: Records made by instructional, supervisory, administrative personnel or ancillary educational personnel which are in the sole possession of the maker and which are not accessible or revealed to any other person except a substitute for the maker of the record;
2. Employee Records: Records maintained solely with respect to a person's status as an employee rather than as a student;
3. Certain Medical & Psychological Records: Medical and psychological treatment records of an eligible student are not education records if they are maintained and used only in connection with treatment of the eligible

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student and disclosed only to individuals providing the treatment, including treatment providers in the student's school.

4. Post Enrollment Records: Records that only contain information about an individual after ~~he/she is~~ they are no longer a student at the OHM BOCES (for example, records of alumni activities);

E. Directory Information:

The OHM BOCES designates the following information as Directory Information: student's name, parent's name, address, date and place of birth, telephone number, email address, major field of study, participation in officially recognized activities and sports, weight and height of members of athletic teams, dates of attendance, degrees, and awards received, most recent previous educational agency attended by student, photograph, and video images of students engaged in routine activities when those images are not records of the OHM BOCES.

III. Rights of Parents and Eligible Students:

- A. Each parent of a student has the rights described in this Policy, unless the OHM BOCES has been provided with evidence that there is a court order, statute or legally binding document related to such matters as divorce, separation or custody that specifically revokes these rights.
- B. When a student becomes an eligible student (eighteen (18) or attending a post-secondary school) all rights accorded to parents and consent required of parents, transfer from the parents to the eligible student. However, the OHM BOCES does not require the consent of the eligible student:
  1. To disclose the education record to the parent if the eligible student is claimed by the parent as a dependent for tax purposes.
  2. To disclose the education record to appropriate parties in connection with a health or safety emergency if knowledge of the information is necessary to protect the health or safety of the student or other individuals.
  3. A school official may generally share with a parent information that is based on that official's personal knowledge or observation of the student.

IV. Confidentiality of Education Records:

- A. The OHM BOCES will not release education records, including personally identifiable information contained in Education Records, except:

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1. Written Consent: The OHM BOCES may release the information, if prior to the release of information, the OHM BOCES receives written consent from the parent. The written consent must specify the information to be released, the reason for the release, and to whom the information may be released. The OHM BOCES will give the parent or student a copy of the information released, if requested by the parent.
2. Directory Information: The OHM BOCES may release Directory Information if the OHM BOCES has properly circulated its annual FERPA notification to parents of students in attendance and eligible students in attendance, unless the parent or eligible student has submitted Regulation 7400.4 restricting the OHM BOCES' ability to release this information.
3. Military Recruiters: The OHM BOCES will disclose to requesting military recruiters the names, addresses and telephone numbers of juniors and seniors, unless the parent or eligible student has submitted Regulation 7400.4 prohibiting such release.
4. School Officials with a legitimate educational interest: The OHM BOCES may release the information to other school officials, including teachers within the OHM BOCES who have a legitimate educational interest in the information. The OHM BOCES will use reasonable methods to ensure that school officials have access only to the education records in which the school officials have a legitimate educational interest.
  - a. A school official is: A person employed by the OHM BOCES as an administrator, supervisor, instructor, or support staff member, including health or medical staff; a person elected to the BOCES Board of Cooperative Educational Services; a person or company employed by or under contract to the OHM BOCES to perform a special task, such as an attorney, auditor, medical consultant, or therapist; a parent or student serving on an official committee, or who is assisting another school official in performing ~~his or her~~ their tasks. A school official may be a contractor, consultant, volunteer or other party to whom the OHM BOCES has outsourced instructional services and functions if that individual or entity is performing services OHM BOCES employees otherwise perform (is not selling products or services), is under the direct control of the OHM BOCES with respect to the use and maintenance of the education records and is restricted from re-disclosing the education records except as permitted by FERPA.

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- b. A school official has a legitimate educational interest if the official is: performing a task that is specified in ~~his or her~~ their position description or by a contract agreement; performing a task related to a student's education; performing a task related to the discipline of a student; providing a service or benefit relating to the student or student's family, such as health care, counseling, job placement, or financial aid; or maintaining the safety and security of the campus.
    - c. The OHM BOCES receives services from the Mohawk Regional Information Center (RIC) and its vendors in accordance with FERPA. A request for a complete list of current vendors may be submitted to the Records Access Officer.
5. Student seeks to enroll in a different school: The OHM BOCES may release student records to officials of other schools in which the student seeks or intends to enroll, provided that the student's parents are notified of the transfer, receive a copy of the record if desired, and have an opportunity for a hearing to challenge the content of the record.
6. Certain State and Federal Officials: The OHM BOCES may release information to authorized officials of the Comptroller General of the United States, the Attorney General of the United States, the Secretary of the U.S. Department of Education or certain State and Local Educational authorities.
7. Financial Aid: The OHM BOCES may release information to appropriate parties in connection with a student's application for or receipt of financial aid.
8. Authorized organizations performing studies: The OHM BOCES may release information to organizations conducting studies for or on behalf of the OHM BOCES to develop, validate or administer predictive tests, administer student aid programs or improve instruction, provided that appropriate safeguards are implemented in accordance with federal regulations.
9. Accrediting Organizations: The OHM BOCES may release information to authorized accrediting organizations to carry out their accrediting functions.
10. Court Order or Subpoena: The OHM BOCES may release information pursuant to a valid court order or subpoena, provided that the OHM BOCES makes a reasonable effort to notify the affected parent or eligible student of the court order or subpoena in advance of the release of the

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information (except that in certain cases, such as in the case of certain subpoenas issued under the U.S. Patriot Act, the court order or subpoena may require release of information without advance notice to the parents).

11. Victim of Specified Crimes: In certain instances, the OHM BOCES may release to the victim of a specified crime, the final results of a disciplinary proceeding commenced against the alleged perpetrator, provided that the release conforms to the requirements of 34 CFR 99.39. The final results may only include the name of the student, the offense committed and the sanction imposed by the OHM BOCES.
12. Information Concerning Registered Sex Offenders: The OHM BOCES may release information provided to it under 42 USC 14071 and the applicable Federal Guidelines.
13. Child Welfare Agencies: The OHM BOCES may release information to an agency caseworker or other representative of a State or local child welfare agency, or tribal organization who has the right to access a student's case plan and when the agency or organization is legally responsible for the child's care and protection to provide accurate information about a child's education history and needs to make informed placement recommendations to the court.
14. Release in connection with an emergency necessary to protect health or safety: The OHM BOCES may release information to appropriate parties in connection with an emergency if the release is necessary to protect the health or safety of the student or other persons. The OHM BOCES will consider the following criteria when determining whether the information should be disclosed:
  - a. The seriousness of the threat to the health of the student or other individuals;
  - b. The need for the information to meet the emergency;
  - c. Whether the parties to whom the information is disclosed are in a position to deal with the emergency;
  - d. The extent to which time is of the essence in dealing with the emergency.

The OHM BOCES will record the articulable and significant threat that formed the basis for the disclosure and the parties to whom the information was disclosed

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- B. If the OHM BOCES discloses student records to a third party as permitted by this policy, the OHM BOCES will:
1. Advise the third party of its duty to refrain from redisclosing the information and of its obligation to maintain the confidentiality of the information in accordance with the FERPA Act.
  2. If possible, attach to the disclosed record the following statement: "This document contains personal information from a student's education records. It is protected by ~~the Family Educational Rights and Privacy Act (20 U.S.C. 1232g)~~ FERPA and may not be re-released without consent of the parent or eligible student."
- V. Requests to Inspect Education Records:
- A. Request: A parent who is interested in inspecting the student's education record must submit ~~his/her~~ their request to the Records Access Officer between the hours of 9 am and 3 pm on any school day. Requests should be submitted in writing, on a form provided by the OHM BOCES (Regulation 7400.1). Copies of the form are available in the office of the Records Access Officer. If a parent makes an oral request for access to the education record during a school conference, the OHM BOCES may provide the parent access to the education record even though it has not received the request in writing. The OHM BOCES shall take appropriate steps to verify the identity of parents or eligible students who submit requests to inspect and review an education record and verify the individual's authority to do so.
- B. Response: Within forty-five (45) days of ~~his/her~~ their receipt of a request for inspection, the Records Access Officer must provide the parent/guardian with an opportunity to inspect and review ~~his or her~~ their child's education records or advise the person making the request, the records specified in the request are not available for inspection.
1. Records Available: If the records are available for inspection, the Records Access Officer will advise the requestor when and where the record will be available for inspection. If the records contain information about more than one student, the Records Access Officer will remove from the copy of the records shown to the requester, any information which in ~~his/her~~ their judgment would constitute an unwarranted invasion of personal privacy of any party (other than the student for whom the inspection has been requested).

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2. Records Not Available: If the records are not available for inspection, the Records Access Officer will note the reason for the unavailability on the request form and will return a copy of the request form to the requesting party.
3. Explanation of Records: The Records Access Officer will respond to reasonable requests for explanations and interpretations of the records.
4. Copying Fee: The fee for copies of records is twenty-five cents per page, which is required to be paid at the time the copy is requested. The OHM BOCES will waive the fee if the fee effectively denies the parent an opportunity to inspect and review the education record.
5. Maintaining a record of requests: The Records Access Officer shall keep with the education record of each student, a record of all individuals, agencies or organizations which have requested or obtained access to the student's record (Regulation 7400.2) and a record of all re-disclosures it has authorized.
  - a. The record will indicate the parties who requested or received the information and the legitimate interest the party had in the information.
  - b. The OHM BOCES does not have to keep this record if the requesting party is the parent or eligible student, a school official with a legitimate educational interest in the information, a party with written consent from the parent or eligible student, a party seeking directory information, or a party seeking information through certain subpoenas or court orders where the issuing court or agency has ordered that the existence or the contents of the subpoena or information not be disclosed.

VI. Request to Amend Education Records:

- A. If a parent believes the education records relating to the student contain information that is inaccurate, misleading, or in violation of the student's rights of privacy, he or she may ask the educational agency or institution to amend the record.
  1. The request shall be directed to the Records Access Officer during regular business hours on the prescribed form. Copies of the form are available in the District Superintendent's office or the office of the Records Access Officer. (See Regulation No. 7400.3).

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2. The request shall identify, in writing, the record or records which the Parent believes to be inaccurate, misleading or otherwise in violation of the student's rights of privacy, with a statement of the reasons for the challenge to the record.
- B. The Records Access Officer will make a written response to the request to amend an education record within twenty (20) days of ~~his/her~~ their receipt of the request. The response will indicate whether the Records Access Officer:
1. Finds that the record in question is inaccurate, misleading or an invasion of the student's rights of privacy and that the record will be amended as requested, or
  2. Finds that there is an insufficient basis to amend the record in question. If the Records Access Officer finds that there is an insufficient basis to amend the record in question, ~~he/she~~ they will notify in writing the requesting party of the opportunity for a hearing and will provide the requesting party with a form to request the hearing.
- C. Through informal meetings with the Parents, the settlement of a dispute regarding content of education records is encouraged.

VII. Request for Hearing

- A. Request: If a parent disagrees with the Records Access Officer's finding that there is an insufficient basis to amend the education record the parent may request a hearing. The request must be submitted to the District Superintendent within ten days of the parent's receipt of the Records Access Officer's decision, on a form provided by the OHM BOCES. The hearing will be conducted within ten (10) days of the District Superintendent's receipt of the request for a hearing.
- B. Notice: The OHM BOCES will mail a hearing notice to the requesting party reasonably in advance of the hearing. The hearing notice will include the date, time and place of the hearing.
- C. Hearing: The Hearing will be conducted by the District Superintendent (or by another person designated by the District Superintendent who does not have a direct interest in the outcome of the hearing). During the hearing, the requesting party may be represented by an individual or individuals (including an attorney) at ~~his/her~~ their own expense. The requesting party will have a full and fair opportunity to present relevant evidence.
- D. Decision: The District Superintendent (or designee) will submit a written decision within ten days after completion of the hearing. The decision must be

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based solely on the evidence presented at the hearing, and must include a summary of the evidence and the reasons for the decision.

1. If the District Superintendent (or designee) finds that the record should be amended, ~~he/she~~ they will amend the record and will inform the parent of the amendment in writing.
2. If the District Superintendent (or designee) finds that the record should not be amended, ~~he/she~~ they will inform the parent in writing of the right to place a statement in the record commenting on the contested information and/or stating why ~~he/she~~ they disagree with the decision of the OHM BOCES. The OHM BOCES will maintain the statement with the contested part of the record for as long as the record is maintained and will disclose the statement whenever it discloses the portion of the record to which the statement relates.

VIII. Notification of Rights:

- A. The OHM BOCES shall annually disseminate a notice to parents and eligible students of their rights relative to education records. The notice will allow parents at least thirty (30) days to ask the OHM BOCES not to disclose some or all of the directory information. (See Regulation No. 7400.4).
- B. Parents and eligible students have the right to file a complaint with the U.S. Department of Education concerning alleged failures to comply with FERPA. Written complaints may be filed with:

The Family Policy Compliance Office,  
U.S. Department of Education,  
400 Maryland Avenue, SW,  
Washington, D.C. 20202-5920.

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Legal Ref: The Federal Family Educational Rights and Privacy Act, 20 U.S.C. 1232; 34 CFR 99; October 9, 2002 Joint Memorandum from Secretary of Education Rod Paige and Secretary of Defense Donald H. Rumsfeld; February 7, 2003 Memorandum to District Superintendent's from LeRoy S. Rooker, Director of the Family Policy Compliance Office, US Dept. of Education; Uninterrupted Scholars Act, 8 NYCRR 121.12(b); Public Officers Law § 87 (1)(b).

Adopted: 07/10/02

Revised: 11/13/13, 06/10/20, \_\_\_\_\_

# Policy

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## PARENTAL ACCESS TO INSTRUCTIONAL MATERIALS, THIRD PARTY SURVEYS AND MARKETING SURVEYS

### I. Statement of Policy

- A. This Policy governs the OHM BOCES use and disclosure of Instructional Materials, Protected Information Surveys, Third Party Surveys and Marketing Surveys pursuant to the Protection of Pupil Rights Amendment (PPRA).
- B. For the purposes of this Policy the term “parent” means parent or legal guardian or other person standing in loco parentis to a student.
- C. The OHM BOCES’s Records Access Officer is: For inquiries or requests concerning this Policy, parents should contact the following designated school officials:

Principal of Alternative Education, 315-223-6029  
Principal of Career and Technical Education, 315-793-8647  
Principal of Special Education, 315-793-8603

### II. Protected Information Surveys

- A. A “Protected Information Survey” is any survey, analysis or evaluation of students that is required by the OHM BOCES and concerns one or more of the following eight (8) protected areas:
1. Political affiliations or beliefs of the student or the student’s parent;
  2. Mental or psychological problems of the student or the student’s family;
  3. Sex behavior or attitudes;
  4. Illegal, anti-social, self-incriminating or demeaning behavior;
  5. Critical appraisals of other individuals with whom respondents have close family relationships;
  6. Legally recognized privileged or analogous relationships, such as those of lawyers, physicians and ministers;
  7. Religious practices, affiliations, or beliefs of the student or student’s parent;

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8. Income (other than that required by law to determine eligibility for participation in a program or for receiving financial assistance under such program).
- B. The OHM BOCES will not, without prior written consent, require as part of any applicable program, any student to submit to a Protected Information Survey if the survey is funded in whole or in part by the US Department of Education.
- C. The OHM BOCES will provide parents and eligible students with notice and the opportunity to opt-out of any Protected Information Surveys regardless of funding.
- D. In the event that the OHM BOCES administers a Protected Information Survey, the OHM BOCES will:
  1. Strictly safeguard all protected information.
  2. Not use the protected information for any inappropriate purpose;
  3. Restrict the disclosure of the protected information to persons the OHM BOCES deems essential to the purpose of the collection.
  4. Allow requesting parents an opportunity to inspect the Protected Information Survey.

III. Instructional Materials

- A. The term "Instructional Materials" means instructional content that is provided to a student, regardless of its format, including printed or representational materials, audio-visual materials, and materials in electronic or digital formats (such as materials accessible through the Internet). The term does not include academic tests or academic assessments.
- B. The OHM BOCES will make available upon request for inspection by parents all instructional materials, including teacher's manuals, films, tapes, or other supplementary material which will be used in connection with any survey, analysis, or evaluation as part of any applicable program.
- C. A parent may request the opportunity to inspect instructional materials according to the following procedure:
  1. Requests for inspection of instructional materials may be submitted during regular school hours to the OHM BOCES' ~~Records Access Officer~~

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designated school officials. The request should be specific enough for the appropriate teacher to find the requested materials.

2. ~~The OHM BOCES Records Access Officer~~ designated school officials will review the request with the appropriate teacher and will determine:
  - a. Whether the materials are instructional in nature, and
  - b. ~~Take~~ appropriate steps to preserve the privacy of any student who is not the legal responsibility of the requesting parent.
3. The OHM BOCES will respond to a parent's request for inspection within a reasonable period of time after receiving the request.
  - a. If the Records Access Officer determines that the requested materials are not instructional in nature, the ~~Records Access Officer~~ designated school officials will notify the requesting parent of ~~his/her~~ their determination.
  - b. If the ~~Records Access Officer~~ designated school officials determines that the requested materials are instructional in nature, the appropriate teacher will promptly contact and schedule a meeting with the requesting parent. The purpose of the meeting will be to provide the requesting parent the opportunity to inspect the instructional materials that ~~he/she~~ they requested.

IV. Third Party Surveys

- A. The term "Third Party Survey" means any survey created by a third party and administered or distributed by the OHM BOCES.
- B. The OHM BOCES will notify affected parents of affected students of its intent to administer or distribute a third party survey before it is administered or distributed to students. A parent who submits a timely request will be granted a reasonable opportunity to inspect the third party survey before the OHM BOCES administers it or distributes it to students.

V. Marketing Surveys

- A. The term "Marketing Surveys" means any survey used to disclose or collect individually identifiable information (including a student or parent's first and last name, home or physical address (including street name and city/town name), telephone number from students for the purpose of marketing or selling the

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collected information, or providing that information to others for the purpose of marketing or selling the collected information.

- B. The term “Marketing Surveys” does not include any instrument used to disclose or collect such information for the exclusive purpose of developing, evaluating, or providing educational products or services for, or to students or institutions such as:
1. Colleges or other postsecondary educational recruiters or, military recruiters;
  2. Book clubs, magazines, and programs providing access to low-cost literary products;
  3. Curriculum and instructional materials used by schools;
  4. Tests and assessments used by elementary schools and secondary schools to provide cognitive, evaluative, diagnostic, clinical, aptitude, or achievement information about students (or to generate other statistically useful data for the purpose of securing such tests and assessments) and the subsequent analysis and public release of the aggregate data from such tests and assessments;
  5. The sale by students of products or services to raise funds for school-related or education-related activities
  6. Student recognition programs.
- C. The OHM BOCES will notify affected parents of affected students of its intent to administer or distribute a marketing survey before it is administered or distributed to students. A parent who submits a timely request will be granted a reasonable opportunity to inspect the marketing survey before the OHM BOCES administers it or distributes it to students. Requests should be submitted to the OHM BOCES’ ~~Records Access Officer~~ designated school officials during regular business hours.
- D. If the OHM BOCES uses a marketing survey to collect individually identifiable information from students, the OHM BOCES will:
1. Strictly safeguard all confidential student information that is collected;
  2. Not use such information for any inappropriate purpose;
  3. Restrict the disclosure of such information to persons the OHM BOCES deems essential to the purpose of the collection.

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4. Allow requesting parents an opportunity to inspect the Marketing Survey.

VI. Parental Notification

- A. The OHM BOCES will notify parents of the adoption or continued use of this policy at least annually, at the beginning of the school year, and within a reasonable period of time after any substantive change in this Policy.
- B. The OHM BOCES will notify parents (or in the case of a student of an appropriate age, the student) annually of the specific or approximate dates when activities involving "Marketing Instruments (as defined by this regulation Policy) are scheduled. The annual notice will offer parents the opportunity to opt their child out of such activities.
- C. The OHM BOCES will notify parents annually of the specific or approximate dates when activities involving Protected Information Surveys are scheduled. The annual notice will:
  1. Offer parents the opportunity to provide prior written consent for their child's participation in any Protected Information Survey that is funded in whole or in part by the US Department of Education,
  2. Offer parents the opportunity to opt their child out of participation in any Protected Information Survey regardless of funding.

VII. Parental Participation

The original Policy was developed and adopted in consultation with parents.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services

Legal Ref: 20 USCA 1232(h); 34 CFR Part 98.

Adopted: 03/12/03

Revised: 11/13/13, 11/18/20, \_\_\_\_\_

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BOCES Specific Policy.

## CENSORSHIP OF NON-SCHOOL STUDENT PUBLICATIONS

### I. Statement of Policy

It is the purpose of this Policy to promote the best interest and ensure the well being of every student in the OHM BOCES by preventing substantial disruption and/or material interference with school activities and with the general operation of the schools by forbidding publication and/or distribution of literature which contains statements which are: libelous, obscene, profane, prejudicial or which advocate breaking of state or federal laws or school regulations.

### II. Student Publication and Distribution

- A. The BOCES Board of Cooperative Educational Services, however, does recognize the right of its students to publish or distribute newspapers, magazines and other literature not sanctioned by OHM BOCES. However, OHM BOCES has no responsibility to assist students in the publication or distribution of such literature, nor does this Board of Cooperative Educational Services assume any responsibility for any statements published therein.
- B. The BOCES Board of Cooperative Educational Services permits the distribution of such materials within its schools and on OHM BOCES property only after it has been submitted for administrative review and approval. The BOCES Board of Cooperative Educational Services directs the District Superintendent or ~~his/her~~ their designee in keeping with the requirements of the law, to prepare administrative regulations which establish guidelines for students seeking approval for the distribution of non-school publications.

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Oneida-Herkimer-Madison Board of Cooperative Educational Services  
Legal Ref: Hazelwood Sch. Dist. v. Kuhlmeier, 484 U.S. 260 (1988)  
Adopted: 07/10/02  
Revised: 11/13/13, 11/18/20, \_\_\_\_\_



## Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Scott Morris  
*Assistant Superintendent  
for Support Services*  
T: 315.793.8572  
F: 315.793.8652  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

**IX. D. 3.**  
**Approval of Salary Increase**  
**Assistant School Lunch Director**  
**May 13, 2026**


### MEMO

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 24, 2026

Subject: Approval of Salary Increase Assistant School Lunch Director

Prepared by: Scott Morris   
Kate Doran

#### **Background:**

Chris Testa is the Assistant School Lunch Director for the Food Service program. He has been in this role since October of 2023. As the Assistant School Lunch Director, he is in charge of ordering food and supplies for all 29 participating buildings. Additionally, he assists with training and supervision of all staff, data management, participates in coordinating Food Service Bids, USDA Foods ordering and processing, and plays a key role in data management. Mr. Testa has consistently demonstrated excellent leadership, strong organizational skills, and the ability to manage complex systems. He is reliable, solutions-oriented, and plays a key role in maintaining the efficiency and effectiveness of our operations.

#### **Discussion:**

Beginning July 1, in addition to his usual daily responsibilities, Mr. Testa will take on direct management of the new Food Service Courier CoSer operations. As delivery of food and supplies was formerly contracted out to external vendors, this represents a significant increase in the responsibilities of the Assistant Director including the supervision of the recently hired Materials Management Coordinator at the warehouse, multiple Motor Vehicle Operators and the warehouse laborers. Operating the Food Courier Service is a large undertaking adding a substantial layer of operational oversight, including managing staff, coordinating logistics, and ensuring the smooth and efficient movement of goods and services across the program. Mr. Testa will also be responsible for managing the Food Courier vehicles and related expenses and maintenance requirements.

**Recommendation:**

It is recommended that the Cooperative Board approve a salary increase of \$10,000, from \$75,135.06 to \$85,135.06 for Assistant Food Service Director Chris Testa, effective July 1, 2026.

**Resolution:**

That the Cooperative Board approve the salary increase of \$10,000, from \$75,135.06 to \$85,135.06 for Assistant Food Service Director Chris Testa, effective July 1, 2026.



## Oneida-Herkimer-Madison BOCES


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**IX. D. 4.  
Approval of Food Service Salary  
Schedule  
May 13, 2026**


### MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 27, 2026

Subject: Approval Food Service Salary Schedule

Prepared by:  Scott Morris/Kate Dorr

#### **Background:**

The Oneida-Herkimer-Madison BOCES has operated a School Food Service Program for both component and non-component districts since 1991. The program currently employs approximately 200 non-unionized, hourly staff under the titles of Food Service Helper, Assistant Cook, Cook Manager, Cook, and Part-Time Laborer. The current starting hourly rate is aligned with minimum wage at \$16.00 per hour.

The most recent salary schedule was adopted by the Cooperative Board in March 2022, establishing a starting rate of \$15.00 to account for anticipated minimum wage increases and to support recruitment efforts.

#### **Discussion:**

Since the adoption of the current schedule, minimum wage has increased to \$16.00 per hour. As a result, Steps 1 and 2 of the existing salary schedule were adjusted to meet the new minimum wage requirement effective January 1, 2026.

The Food Service Program continues to face significant staffing challenges. These positions are hourly, non-tested civil service roles and are not part of a bargaining unit, which places greater importance on maintaining a competitive wage structure. Recruiting part-time employees at

minimum wage has become increasingly difficult, particularly as comparable positions in corporate and retail food service settings offer starting wages exceeding \$17.00 per hour.

Increasing the starting hourly wage to \$17.28 will position the program more competitively within the local labor market. This adjustment is expected to improve the ability to attract qualified candidates and enhance employee retention, ultimately supporting the stability and effectiveness of program operations.

The non-profit food service account (“C Fund”) has maintained a significant surplus since the implementation of the Community Eligibility Provision. As a result, it is well positioned to absorb the anticipated payroll increase of approximately \$234,185 annually (from \$2,393,415 to \$2,627,600).

**Recommendation:**

That the Cooperative Board approve the new salary schedules for Food Service Helper, Assistant Cook, Cook Manager, Cook and Part Time Laborer positions establishing a starting hourly rate of \$17.28, with a 4% annual increase through the 2029–2030 school year.

**Resolution:**

That the Cooperative Board approve the new salary schedules for Food Service Helper, Assistant Cook, Cook Manager, Cook and Part Time Laborer positions establishing a starting hourly rate of \$17.28, with a 4% annual increase through the 2029–2030 school year.

2026-2027

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	17.28	17.50	17.72	17.94	18.16	18.39	18.62	18.85	19.09	19.33	19.57	19.81	20.06	20.31	20.56
LABOR	17.28	17.50	17.72	17.94	18.16	18.39	18.62	18.85	19.09	19.33	19.57	19.81	20.06	20.31	20.56
AC	18.50	18.73	18.97	19.20	19.44	19.69	19.93	20.18	20.43	20.69	20.95	21.21	21.47	21.74	22.01
COOK	19.00	19.24	19.48	19.72	19.97	20.22	20.47	20.73	20.99	21.25	21.51	21.78	22.05	22.33	22.61
CM	19.75	20.00	20.25	20.50	20.76	21.02	21.28	21.54	21.81	22.09	22.36	22.64	22.92	23.21	23.50

2027-2028

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	17.75	17.97	18.20	18.42	18.65	18.89	19.12	19.36	19.61	19.85	20.10	20.35	20.60	20.86	21.12
LABOR	17.75	17.97	18.20	18.42	18.65	18.89	19.12	19.36	19.61	19.85	20.10	20.35	20.60	20.86	21.12
AC	19.00	19.24	19.48	19.72	19.97	20.22	20.47	20.73	20.99	21.25	21.52	21.78	22.06	22.33	22.61
COOK	19.52	19.76	20.01	20.26	20.51	20.77	21.03	21.29	21.56	21.82	22.10	22.37	22.65	22.94	23.22
CM	20.29	20.54	20.80	21.06	21.32	21.59	21.86	22.13	22.41	22.69	22.97	23.26	23.55	23.84	24.14

2028-2029

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	18.19	18.42	18.65	18.88	19.12	19.35	19.60	19.84	20.09	20.34	20.59	20.85	21.11	21.38	21.64
LABOR	18.19	18.42	18.65	18.88	19.12	19.35	19.60	19.84	20.09	20.34	20.59	20.85	21.11	21.38	21.64
AC	19.47	19.72	19.96	20.21	20.46	20.72	20.98	21.24	21.51	21.78	22.05	22.32	22.60	22.88	23.17
COOK	20.00	20.25	20.50	20.76	21.02	21.28	21.55	21.81	22.09	22.36	22.64	22.93	23.21	23.50	23.80
CM	20.79	21.05	21.31	21.58	21.85	22.12	22.40	22.68	22.96	23.25	23.54	23.83	24.13	24.43	24.74

2029-2030

Group	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	Step 14	Step 15
FS	18.59	18.83	19.06	19.30	19.54	19.78	20.03	20.28	20.54	20.79	21.05	21.32	21.58	21.85	22.12
LABOR	18.59	18.83	19.06	19.30	19.54	19.78	20.03	20.28	20.54	20.79	21.05	21.32	21.58	21.85	22.12
AC	19.90	20.15	20.41	20.66	20.92	21.18	21.44	21.71	21.98	22.26	22.54	22.82	23.10	23.39	23.69
COOK	20.44	20.70	20.96	21.22	21.48	21.75	22.02	22.30	22.58	22.86	23.15	23.44	23.73	24.03	24.33
CM	21.25	21.51	21.78	22.06	22.33	22.61	22.89	23.18	23.47	23.76	24.06	24.36	24.67	24.97	25.29

FS: Food Service Helper  
LABOR: Laborer  
AC: Assistant Cook  
COOK: Cook  
CM: Cook Manager

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## Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Scott Morris  
*Assistant Superintendent  
for Administrative Services*  
T: 315.793.8572  
F: 315.793.8562  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

**IX. D. 5.  
Approval of the Award of the 7  
Day Shelf Stable Meal Kit Bid –  
Summer 2026  
May 13, 2026**


### MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: May 4, 2026

Subject: Award of the 7 day Shelf Stable Meal Kit Bid- Summer 2026

Prepared by:  Scott Morris/Kate Dorr/Jake Perrin

#### **Background:**

The Oneida-Herkimer-Madison BOCES Food Service program will operate the Summer Food Service Program in 30 sites during the summer of 2026. Many sites are existing schools, others are parks and playgrounds. Meals are most often served individually at breakfast and lunch time. When certain programming and demographic criteria are met, it is also possible to distribute multiple meals at the same time. This increases the access and availability of food to area students. Increasing participation is also beneficial to the financial health of the Food Service program because, as with other Federal meal programs, costs are reimbursed on a per meal basis.

#### **Discussion:**

The Summer of 2025 was the first time our Food Service department used pre-assembled meal kits. Hundreds of families picked up meals each week for 7 weeks. Pre-assembled “kits” containing all of the meals and meal components reduce labor needs. A formal bid was opened at 10 AM on April 24th. The bid was advertised and sent directly to national vendors. Responses were received from four companies. Several sites, including Herkimer High School, Mount Markham CSD, Central Valley CSD, Brookfield CSD and maybe more, will be offering these 7 day kits this summer, with more area schools possibly piggybacking off this award (Rome CSD).

**Recommendation:**

Therefore, it is recommended that the Cooperative Board award the 7 day Shelf Stable Meal Kit Bid- Summer 2026 bid to the lowest qualified bidders meeting specifications.

**Resolution:**

The Cooperative Board approves the award of the 7 day Shelf Stable Meal Kit Bid-Summer 2026 as per the below listing representing the lowest qualified bidder meeting specifications, for an estimated total award of \$155,525.

Vendor	Proposed Award
WHITSONS FOOD SERVICE, Bronx NY	Approximately 4088 Meal Kits (57,232 meals) at \$38.0442/kit totaling \$155,525.
J.A. Food Service	\$38.13 per kit
E.S. Foods	Disqualified Off-spec product offered
Umoja Health	\$45.07 per kit




**Oneida-Herkimer-Madison BOCES**

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)



**MEMORANDUM**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of Center for Family Life and Recovery contract

Prepared by: Christopher Hill   
Kevin Healy 

**IX. D. 6.**  
**Approval of Center for Family Life**  
**and Recovery Contract**  
**May 13, 2026**

**Background**

The Center for Family Life and Recovery (CFLR) is a NYS OASAS Credentialed Prevention Provider serving individuals from pre-birth through the lifespan. It offers vital prevention services addressing mental health, substance use, and behavioral challenges in Utica, Rome, Camden, Herkimer, and Syracuse. It has also been a recognized Prevention Council in Oneida County under NYS OASAS, providing comprehensive prevention services for children, families, schools, and communities.

**Discussion**

As the Community School Resources CoSer continues to grow to meet the needs of component districts, the Center for Family Life and Recovery (CFLR) will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. The CFLR is able to provide a tiered approach to intervention for schools utilizing multiple options depending on the specific needs of each component district.

The prevention services offered by the Center for Family Life and Recovery (CFLR) are designed to support a child's well-being comprehensively through three levels of intervention, creating a holistic system that fosters social, emotional, mental, and behavioral development. Their approach recognizes the importance of collaboration between school, family, and community to enhance a child's overall health.

Services available through CFLR include:

- Tier 1, Universal Prevention

The program offers services for all students and the wider community. This includes evidence-based programs like Second Step and Life Skills, often integrated into classes. It also involves expert presentations, national campaigns raising awareness on topics like suicide and addiction prevention, and primary services such as text alerts, social media, resource access, parenting education, and informational presentations. The main goal is to educate everyone about risky behaviors, build resilience, promote mental health support, and reduce stigma while making resources more accessible.

- Tier 2, Target Prevention

The program offers more focused services for a smaller group of "At-Risk" students needing extra support. This involves pinpointing these students and addressing specific community issues through targeted protective factors. Services include short-term individual education, parent involvement, continued home-based prevention, increased teaching of positive behaviors, individualized assessments with evidence-based programs, individual or small group interventions, Compeer mentoring, and positive after-school activities.

- Tier 3, Intensive Prevention

The program provides highly specialized and intensive services for the few students at the highest risk. These individualized services are closely monitored and tailored to the student and their family's needs. Examples include intensive behavior intervention, rigorous monitoring, and collaboration with specialized student/family-driven services and external agencies. This tier often involves wraparound services, coordinating support from Family Peer Advocates, Family Support Navigators, Recovery Peer Advocates, Probation/Court/CPS, SROs, and other partners, utilizing evidence-based programs.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for the Center for Family Life and Recovery for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for the Center for Family Life and Recovery for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

AGREEMENT BETWEEN  
CENTER FOR FAMILY LIFE AND RECOVERY, INC.  
and  
THE ONEIDA-HERKIMER-MADISON BOARD OF  
COOPERATIVE EDUCATION SERVICES

The parties to this Agreement are Center for Family Life and Recovery, Inc. (herein referred to as "CFLR"), a not for profit corporation under the laws of the State of New York, with its principal offices located 502 Court St, Suite 401, Utica, NY 13502, hereinafter referred to as CFLR and Oneida-Herkimer-Madison Board of Cooperative Educational Services organized and existing under the laws of the State of New York, with its principal offices located at 4747 Middle Settlement Road, New Hartford, New York 13413, hereinafter referred to as the "BOCES" (each individually referred to as a "Party" and collectively referred to as the "Parties").

**WHEREAS**, BOCES wishes to secure the services of Center for Family Life and Recovery, Inc. to administer prevention services. CFLR is a NYS OASAS Credentialed Prevention Provider pre-birth throughout the lifespan. The prevention program coordinates and maximizes public, non-profit and private resources to deliver critical services such as mental health first aid, suicide prevention, mentoring and a variety of evidence-based prevention programs to students and their families using the school building as the delivery site with the goal of creating improved student learning, stronger families, and healthier communities.

Therefore, in consideration of the mutual promises made herein, CFLR and the BOCES have entered into this Agreement.

1. **Term:** This Agreement shall be deemed effective as of the date it is executed by both parties (the "Effective Date") and shall continue in effect until June 30, 2027 (the "Term"), unless terminated earlier as provided herein. Either party shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party.
2. **CFLR Responsibilities:**
  - a. Provide prevention services in the school system which includes administrative oversight of CFLR staff, data management and coordination. Prevention services may include; evidence base curriculum in the classroom, one-on-one, coordination of referrals to program such as FACT, Mental Health First Aid training to school and community, Narcan training and Compeer Mentoring Program.
  - b. Collaborate directly with the BOCES to deliver the essential components of the Community School Resource COSER to participating component districts in accordance with the contractual terms and conditions.
  - c. Attend all Advisory Board meetings and all other meetings as required by the BOCES.
  - d. Adhere to all compensation guidelines in accordance with contractual terms and conditions.
  - e. Participate in all program evaluation activities facilitated by the BOCES and provide data and performance outcomes upon request.
  - f. CFLR agrees to cooperate with the BOCES to have any individuals providing services who will have direct contact with students to furnish fingerprints and submit to a criminal background check and clearance by the State Education Department's Office of School Personnel Review

and Accountability (OSPRA) prior to performing services. This shall include, but is not limited to, completing paperwork and filing such paperwork with an appropriate agency, e.g., BOCES, for the purpose of submitting fingerprints for criminal clearance. CFLR shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. CFLR shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

**3. BOCES Responsibilities:**

BOCES will coordinate and provide direct services associated with the base service, including but not limited to:

- a. Work collaboratively with vendors to conduct ongoing district needs assessment and coordinate program evaluation activities between the districts and community providers to monitor goals and outcomes
- b. Create a seamless operating system for vendor use to provide highly coordinated community-based services and supports to students and families in participating component districts
- c. Provide consultation and support (via email, phone, or face to face meetings) for component districts desiring to and/or participating in community school resources
- d. Provide management and oversight of participating vendors to assure high quality service delivery to participating districts and that contract deliverables are being met
- e. Coordinate and facilitate regular meetings of an Advisory Board comprised of school and community stakeholders to analyze program evaluation data and outcomes and address service needs and gaps that will guide the development of new programs and services to meet student needs.

**4. Confidentiality of Student Records.**

- a. BOCES shall maintain responsibility for the privacy of and control over the student records in its possession. District will permit sharing of student records, medical and other records and information about program participants with CFLR staff to the maximum extent allowed and, in the manner, specified by law for the limited purpose of effectuating the provision of services under this Agreement.
- b. CFLR acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act, the New York Education Law, the addendum to this Agreement, and other applicable law regarding such confidentiality. CFLR acknowledges that for purposes of FERPA it acts as a school official with a legitimate educational interest in the student information shared with it, and it will comply with the non-disclosure requirements of FERPA.
- c. Confidentiality. CFLR and the BOCES agree that all information exchanged is considered

confidential and subject to provisions of Federal and New York State Law and will be used only for the purposes outlined in this Agreement.

- d. Records Disclosure. CFLR and the BOCES agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.

- e. HIV-Related Information.

Non Discrimination. CFLR shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Center, and any member of the Center's staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDSS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

- f. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

*"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by Law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*

- g. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Center shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- h. The Parties agree that all records must be available for a period of years that is in compliance with LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>), and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches the age of eighteen (18).
- i. Responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of services shall be the sole responsibility of the BOCES. From time to time, CFLR staff may be required to deliver professional opinions; however, these shall be

delivered under the terms of this Agreement, strictly to and for the benefit of the BOCES staff involved.

**5. Requirements of New York State Education Law Section 2-d**

The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as defined by Education Law Section 2-d (1), (d) and 0). The disclosure and use of PII shall comply with the Data-Sharing Addendum attached hereto, and made a part of, this Agreement.

**6. Resolution of issues/Termination.**

In case of deficiencies of service or other programmatic issues, the BOCES will first develop an Action Plan in concert with CFLR to address the issues. In the event the issues are personnel related, the BOCES shall have the option of removing personnel assigned to the program, and replacing the personnel with mutually agreed upon individuals.

In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty (30) days written notice.

**7. Compensation.**

BOCES agrees to pay CFLR for services performed under this agreement. Services performed under this Agreement shall be billed on a monthly basis. BOCES agrees to promptly provide payment for all services on a (insert frequency) within thirty (30) days of invoice. BOCES shall reimburse CFLR according to the rate structure in **Appendix D** for each participating component district.

**8. FORCE MAJEURE.**

Neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). Either party shall have the right to terminate the Agreement immediately upon written notice to the other of any Force Majeure event and shall not be liable for any obligations under this Agreement upon such termination.

**9. INSURANCE.**

CFLR shall maintain at its own cost professional and general liability insurance for all employees, officers and representatives providing services under this Agreement. Certificates of such insurance shall be furnished by CFLR to BOCES upon request. Failure to maintain such insurance shall be a

default under this contract and shall be grounds for immediate termination of this contract.

**10. INDEMNIFICATION.**

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party", which shall include such party's officers, employees, contractors, representatives, and agents) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance; except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

**11. No Special Duty.**

Nothing in this Agreement shall create a special duty to the BOCES or to any third party, including but not limited to employees and students of the BOCES.

**12. Notice.**

All notices to CFLR should be sent to:

Attention: Cassandra Sheets, LMSW  
Chief Executive Officer  
Center for Family Life and Recovery, Inc.  
502 Court Street, Suite 401  
Utica NY, 13502

All notices to the BOCES should be sent to:

Attention: Christopher Hill  
Assistant Superintendent  
Oneida-Herkimer-Madison BOCES  
4747 Middle Settlement Road  
New Hartford, NY 13413

With a copy to:

Donald E. Budmen, Esq.  
Ferrara Fiorenza PC  
5010 Campuswood Drive  
East Syracuse, NY 13057

**13. Expiration.**

The Parties agree that this Agreement expires on June 30, 2027, without notice. Any renewal of said

Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

**14. Independent Contractor Status.**

In the performance of their respective duties and obligations hereunder, the parties, together with their agents and representatives, are independent contractors with respect to one another. The parties are not, and shall not be deemed to be, joint ventures, partners or employees.

**15. Advice of Counsel.**

Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**16. Assignment**

No Party may assign this Agreement, or any part hereof, or any rights hereunder, without the written advance consent of both other Parties.

**17. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

**18. Severability.**

In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

**19. Entire Agreement.**

The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in this agreement.

REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW "

IN WITNESS WHEREOF, CFLR and the BOCES have caused this Agreement to be executed as of the date below.

For Center for Family Life and Recovery, Inc.

*Cassandra Sheets*

4-8-26

Cassandra Sheets  
Chief Executive Officer

Date:

For Oneida-Herkimer-Madison BOCES

Michelle Anderson  
Cooperative Board President  
Oneida-Herkimer-Madison BOCES

Date:




**Oneida-Herkimer-Madison BOCES**

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org



**MEMORANDUM**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of Central New York Health Home Network contract

Prepared by: Christopher Hill   
Kevin Healy 

**IX D.7.**  
**Approval of Central New York Health**  
**Home Network Contract**  
**May 13, 2026**

**Background**

The Central New York Health Home Network (CNYHHN) has created the Connected Community Schools Initiative which coordinates and maximizes public, non-profit, and private resources to deliver critical services to students and their families using the school building as the delivery site with the goal of creating improved student learning, stronger families, and healthier communities. The Connected Community Schools Initiative model supports partnerships between local school districts and community resources, in order to achieve collective impact.

**Discussion**

CNYHHN provides backbone organizational support for the Connected Community Schools Initiative, including administrative oversight, fiscal management, data collection and reporting, hiring and vetting of staff, quality assurance, compliance and training.

The Connected Community Schools Initiative helps to provide the structure to make local resources accessible to schools, students, and families, addressing the reality that while every district has unique assets, they are often difficult to navigate or use effectively. Local entities—including businesses, governments, libraries, and churches—have a profound interest in the success and well-being of these students, recognizing that these young people will ultimately shape the community’s future.

As the Community School Resources CoSer continues to grow to meet the needs of component districts, Connected Community Schools Initiative will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families.

Services for Connected Community Schools Initiative include:

- Integrated Student Supports (LINK)  
A central point to connect students and families with needed community resources (healthcare, mental health, food, counseling, tutoring, etc.) through a comprehensive referral system.
- Classroom & Community Connections  
Enriching learning with hands-on experiences and expertise from community partners, expanding beyond traditional teaching.
- Family & Community Engagement  
Building strong relationships and increasing involvement in education through fun activities, workshops (child development, financial literacy), and volunteer opportunities.
- HUBs & Collaborative Leadership  
Physical spaces in schools (HUBs) offering support (snacks, supplies) and daily access to site coordinators. Shared leadership involves school staff, partners, and families in planning and implementing programs.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for the Central New York Health Home Network (CNYHHN) for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for the Central New York Health Home Network (CNYHHN) for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

AGREEMENT BETWEEN  
CENTRAL NEW YORK HEALTH HOME NETWORK, INC.  
and  
THE ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE  
EDUCATION SERVICES

The parties to this Agreement are Central New York Health Home Network, Inc. (herein referred to as CNYHHN), a not for profit corporation under the laws of the State of New York, with its principal offices located 268 Genesee St, Suite 202, Utica, NY 13502, hereinafter referred to as CNYHHN and Oneida-Herkimer-Madison Board of Cooperative Educational Services organized and existing under the laws of the State of New York, with its principal offices located at 4747 Middle Settlement Road, New Hartford, New York 13413, hereinafter referred to as the "BOCES" (each individually referred to as a "Party" and collectively referred to as the "Parties").

**WHEREAS**, the BOCES wishes to secure the services of Central New York Health Home Network to administer the Connected Community Schools Initiative. The program coordinates and maximizes public, non-profit and private resources to deliver critical services to students and their families using the school building as the delivery site with the goal of creating improved student learning, stronger families, and healthier communities. The Connected Community Schools model supports partnerships between local school districts and community resources in order to achieve collective impact.

**WHEREAS**, CNYHHN will serve as the primary coordinating agency for the Connected Community Schools Initiative and the Social Emotional Academic Support (SEALS Program, CNYHHN intends to subcontract with Rome Alliance for Education to deliver an array of programming and services. CNYHHN and its subcontracted partner possess the skills and expertise to provide such services to the component districts.

Therefore, in consideration of the mutual promises made herein, CNYHHN and the BOCES have entered into this Agreement.

1. **Term:** This Agreement shall be deemed effective as of July 1, 2026 (the "Effective Date") and shall continue in effect until June 30, 2027 (the "Term"), unless terminated earlier as provided herein. Either party shall have the right to terminate this Agreement upon sixty (60) days advance written notice to the other party.
2. **CNYHHN Responsibilities:**
  - a. Provide backbone organizational support for the Connected Community Schools initiative including administrative oversight, fiscal management, data collection and reporting, hiring and vetting of staff, quality assurance, compliance and training.
  - b. Provide regulatory oversight of its subcontracted partners to assure high quality service delivery in accordance with the BOCES and NYS Education Department guidelines.

- c. Collaborate directly with the BOCES to deliver the essential components of the Community School Resource COSER to participating component districts in accordance with the contractual terms and conditions.
- d. Attend all Advisory Board meetings and all other meetings as required by the BOCES.
- e. Adhere to all compensation guidelines in accordance with contractual terms and conditions.
- f. Participate in all program evaluation activities facilitated by the BOCES and provide data and performance outcomes upon request.
- g. CNYHHN agrees to cooperate with the District to have any individuals providing services who will have a direct contact with students to furnish fingerprints and submit to a criminal background check and clearance. This shall include, but is not limited to, completing paperwork and filing such paperwork with an appropriate agency, for the purpose of submitting fingerprints for criminal clearance. CNYHHN shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance. CNYHHN shall provide a complete roster of all persons who will and/or may be providing services under this Agreement and shall further be responsible for providing updated lists as necessary.

**3. BOCES Responsibilities:**

BOCES will coordinate and provide direct services associated with the base service, including but not limited to:

- a. Work collaboratively with vendors to conduct ongoing district needs assessment and coordinate program evaluation activities between the districts and community providers to monitor goals and outcomes
- b. Create a seamless operating system for vendor use to provide highly coordinated community based services and supports to students and families in participating component districts
- c. Provide consultation and support (via email, phone, or face to face meetings) for component districts desiring to and/or participating in community school resources

**4. Confidentiality of Student Records.**

- a. BOCES shall maintain responsibility for the privacy of and control over the student records in its possession. District will permit sharing of student records, medical and other records and information about program participants with CNYHHN staff to the maximum extent allowed and in the manner specified by law for the limited purpose of effectuating the provision of services under this Agreement.
- b. CNYHHN acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act (FERPA), the Individuals with Disabilities Education Act, the New York Education Law, the addendum to this Agreement, and other applicable law regarding such confidentiality. In particular, Center

acknowledges that for purposes of FERPA it acts as a school official with a legitimate educational interest in the student information shared with it, and it will comply with the non-- disclosure requirements of FERPA.

- c. Confidentiality. CNYHHN and the BOCES agree that all information exchanged is considered confidential and subject to provisions of Federal and New York State Law, and will be used only for the purposes outlined in this Agreement.
- d. Records Disclosure. CNYHHN and the BOCES agree to comply with the requirements set forth in the Family Education Rights to Privacy Act (FERPA), New York State Education Law Section 2-d, as well as any regulations promulgated under those laws, as the same may be amended from time-to-time. Attached hereto and made a part of this Agreement in Addendum A are the terms required by New York State Education Law Section 2-d concerning the disclosure of protected identifiable student, principal and teacher information from disclosure.

- e. HIV-Related Information.

~~Non-Discrimination.~~ CNYHHN shall not discriminate or refuse assistance to individuals with AIDS or HIV infection. It is agreed that the Center, and any member of the Center's staff with whom confidential HIV-related information may be given as a necessity for providing services, in accordance with Part 403.9 of Title 18 NYSDDS regulations and Section 2782 of NYS Public Health Law, are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.

- f. Re-disclosure. The following written statement must be included when disclosing any confidential HIV-related information:

*"This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."*

- g. Child Abuse, Neglect, and Maltreatment. Notwithstanding any other provision of this Agreement, the Center shall comply with all New York State laws, rules, and regulations governing Child Abuse, Neglect, and Maltreatment.
- h. The Parties agree that all records must be available for a period of years that is in compliance with LGS-1 Records Retention & Disposition Schedule (<http://www.archives.nysed.gov/records/local-government-record-schedule/lgs-1-title-page>), and must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request. Records related to student discipline must be kept for a minimum of three (3) years after the student reaches

the age of eighteen {18}.

- i. Responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of services shall be the sole responsibility of the District. From time to time, CNYHHN staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of the BOCES staff involved.

#### **5. Requirements of New York State Education Law Section 2-d**

The purposes of this Agreement may require the disclosure of certain personally identifiable student information (hereinafter referred to as defined by Education Law Section 2-d (1), (d) and (j)). The disclosure and use of PII shall comply with the Data-Sharing Addendum attached to, and made a part of, this Agreement.

#### **6. Resolution of issues/Termination.**

In case of deficiencies of service or other programmatic issues, the BOCES will first develop an Action Plan in concert with CNYHHN to address the issues. In the event that the issues cannot be resolved through the Action Plan, the District reserves the right to terminate services and this Agreement upon thirty {30} days written notice.

In the event of any contractual dispute or issue, the Parties agree to enter into good faith discussions to resolve the matter within thirty (30) days of written notice by either Party identifying the issue. If the issue is not resolved within this thirty (30) day resolution period, either Party may terminate this Agreement by providing an additional thirty (30) days' written notice to the other Party. Additionally, either Party may terminate this Agreement without cause by providing sixty (60) days' written notice to the other Party.

#### **7. Compensation.**

BOCES agrees to pay CNYHHN for services performed under this agreement. Services performed under this agreement shall be invoiced on a monthly basis beginning September 1, 2026 in 10 equal installments according to the rate structure outlined in **Appendix D** for each participating component district. BOCES agrees to promptly provide payment for all services within thirty (30) days of invoice receipt.

Payment shall be remitted to:

Holly Crandall

VP of Finance

268 Genesee Street, Suite 202  
Utica, NY 13502

[Holly.Crandall@cnyhealthhome.net](mailto:Holly.Crandall@cnyhealthhome.net)

#### **8. FORCE MAJEURE.**

Neither party shall be liable for any failure or delay in or termination of its performance under this Agreement due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). Either party shall have the right to terminate the Agreement immediately upon written notice to the other of any Force Majeure event, and shall not be liable for any obligations under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

#### **9. INSURANCE.**

CNYHHN shall maintain at its own cost professional and general liability insurance for all employees, officers and representatives providing services under this Agreement. Certificates of such insurance shall be furnished by CNYHHN to BOCES upon request. Failure to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

#### **10. INDEMNIFICATION.**

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party", which shall include such party's officers, employees, contractors, representatives, and agents) shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and (b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.

#### **11. No Special Duty.**

Nothing in this Agreement shall create a special duty to the BOCES or to any third party, including but not limited to employees and students of the BOCES.

**12. Notice.**

All notices to CNYHHN should be sent to:

Attention: Jane Vail  
Chief Executive Officer  
CNYHHN  
268 Genesee Street, Suite 202  
Utica NY, 13502

All notices to the BOCES should be sent to:

Attention: Christopher Hill  
Title Assistant Superintendent  
OHM BOCES  
4747 Middle Settlement Road  
New Hartford, NY 13413

With a copy to:  
Donald E. Budmen, Esq.  
Ferrara Fiorenza PC  
5010 Campuswood Drive  
East Syracuse, NY 13057

**13. Expiration.**

The Parties agree that this Agreement expires on June 30, 2027, without notice. Any renewal of said Agreement shall require execution of a subsequent Agreement by all Parties and approval of the appropriate governing bodies where required.

**14. Independent Contractor Status.**

In the performance of their respective duties and obligations hereunder, the parties, together with their agents and representatives, are independent contractors with respect to one another. The parties are not, and shall not be deemed to be, joint ventures, partners or employees.

**15. Advice of Counsel.**

Each Party acknowledges that, in executing this Agreement, such Party has had the opportunity to seek the advice of independent legal counsel, and has read and understood all of the terms and provisions of this Agreement.

**16. Assignment**

No Party may assign this Agreement, or any part hereof, or any rights hereunder, without

the written advance consent of both other Parties.

**17. Governing Law.**

This Agreement shall be governed by and construed in accordance with the laws of the State of New York, exclusive of its choice of laws, rules, and principles. The Parties agree that any legal action shall be filed in a court of competent jurisdiction in Oneida County, New York.

**18. Severability.**

In the event that a portion of this Agreement is found illegal, invalid, contrary to public policy, or unenforceable by a court of competent jurisdiction, then the surviving remainder of the Agreement shall continue in full force and effect.

**19. Entire Agreement.**

The Parties agree that this Agreement and any addenda attached and incorporated into this Agreement, whether or not physically attached, represent the entire agreement between them. Any amendments to this Agreement shall require the written consent of all Parties. By signing below, the Parties agree and acknowledge that they have read, understood and agreed to all the terms contained in this agreement.

**REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK  
SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, CNYHHN and the BOCES have caused this Agreement to be executed as of the date below.

For CNYHHN

Jane Vail  
Jane Vail (Mar 19, 2026 09:26:25 EDT)

Jane Vail  
Chief Executive Officer

Mar 19, 2026

Date

For Oneida-Herkimer-Madison BOCES

\_\_\_\_\_  
Michelle Anderson  
Cooperative Board President

\_\_\_\_\_  
Date




**Oneida-Herkimer-Madison BOCES**  
P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

## MEMORANDUM



**IX D.8.**  
**Approval of College Board AP Contract**  
**May 13, 2026**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 30, 2026

Subject: Approval of College Board AP Contract

Prepared by: Christopher Hill   
Kevin Healy 

### Background

The College Board is continuing its collaboration with OHM BOCES to make Advanced Placement more accessible to districts across New York. This contract extends the offering of courses and aidable services to specific component districts at their request. This contract is one of two; one for AP exams and a forthcoming contract for the SAT Suit of Assessment.

### Discussion

Through a BOCES-College Board partnership, districts are able to benefit from cost effective solutions that support access to AP Exams and other College Board programs and services.

### Recommendation

It is recommended that the Cooperative Board approve the service contract for the College Board for the 2026-2027 school year and make their services available to our component districts through the Early College Access CoSer.

### Resolution

That the Cooperative Board approve the agreement between the College Board and the Oneida-Herkimer-Madison BOCES effective immediately.



CB-00040780

**COLLEGE BOARD'S  
COLLEGE READINESS AND SUCCESS AGREEMENT #: CB-00040780**

**THIS AGREEMENT**, including all appendices, exhibits, and schedules attached hereto (this '**Agreement**'), is as of this Agreement is made and entered into as of the date of full execution ('**Effective Date**'), by and between Oneida-Herkimer-Madison Board of Cooperative Education Services (BOCES) ('**Client**') and College Board ('**College Board**').

**WHEREAS**, College Board shall make available, and Client may order the following College Board exams, products, and services related to College Board's College Readiness and Success System.

**NOW, THEREFORE**, in consideration of the foregoing, the mutual covenants and undertakings contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree to the following:

**1.0 Services.** College Board shall furnish Client with the exams, products, licenses, services and/or materials (collectively, '**Services**') in accordance with the applicable schedules, which outline the Services hereunder, attached hereto and incorporated herein by this reference ('**Schedule**'). If Client has additional orders after the Effective Date of this Agreement, and during the Term (as defined in Section 2.1), the parties agree such Services shall be added by an addendum signed by both parties.

**2.0 Term & Termination.**

**2.1 Term.** This Agreement shall commence on the Effective Date and, unless sooner terminated as provided herein, will expire on December 31, 2026 ('**Initial Term**'). Client may renew this Agreement in twelve (12) month increments ('**Renewal Term**'), upon notice to the College Board of its intent to renew within thirty (30) days prior to the expiration date of this Agreement. During any Renewal Term, this Agreement shall be subject to College Board's then-current fees and policies at the time of renewal. The Initial Term and each subsequent Renewal Term shall be collectively referred to as the '**Term**.' If, during the Term, Client decides to change to the administration of a digital College Board assessment, College Board reserves the right to attach an additional schedule specific to such administration, containing operational policies and any additional terms and conditions.

**2.2 Termination.** If either party breaches any of the provisions of this Agreement (including but not limited to Client's failure to make any payment when due), either party shall have the right to give the other party written notice to cure such breach within thirty (30) days and, if such breach is not cured within a thirty (30) day period, either party shall have the right to terminate this Agreement, without waiver of any other remedy, whether legal or equitable; provided, however, if Client breaches the Representations and Warranties or Ownership of Intellectual Property, or both, then College Board shall have the right to terminate this Agreement immediately. Either party may terminate this Agreement without cause upon ninety (90) days written notice to the other party.

**2.2.1 Rights After Termination.** If any Schedule is terminated for any reason, all rights granted to Client hereunder with respect to the Services under that Schedule shall cease, and Client shall; (a) immediately cease all use of the applicable Services and purge any and all software, content, and materials from Client's computer systems, storage media and files, and all copies thereof, as applicable, and (b) promptly return or destroy, at College Board's direction, content and materials, and all copies thereof, and all other confidential information of College Board then in Client's possession or under Client's control. Upon termination of this Agreement, College Board shall terminate Client's access to any systems to which Client has access under this Agreement.

**2.2.2 Partial Payment Upon Termination.** Client will compensate College Board for all services, including any costs associated with the initial deployment of resources in preparation for providing the Services under this Agreement, through the effective date of any termination in accordance with invoices issued or to be issued by College Board.

**2.2.3 Availability of Services.** In addition to its other rights hereunder, College Board may cease making certain Services commercially available at any time by providing Client sixty (60) days written notice. In such event, College Board will cease furnishing such Services under this Agreement and this Agreement shall continue in full force and effect, except for provisions specifically affecting such Services. College Board will refund Client any fees paid for the unused portion of such Services.

**3.0 Fees and Payment.** Client shall pay those fees set forth in each Schedule for the Services furnished during the 2026-2027 implementation year. Unless otherwise indicated in a Schedule, payment terms are Net 30.

**4.0 Taxes.** Client is exempt from taxes. Client will furnish College Board with a valid tax exemption certificate upon request.



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## 5.0 Representations and Warranties.

**5.1 Authority.** Client represents and warrants that it is empowered under applicable state laws to enter into and perform this Agreement and it has caused this Agreement to be duly authorized, executed, and delivered.

**5.2 College Board Services Warranty.** College Board represents and warrants that it shall perform its obligations under this Agreement in a professional, workmanlike manner.

**5.3 College Board Disclaimer of Implied Warranties.** EXCEPT AS PROVIDED ABOVE, COLLEGE BOARD MAKES NO WARRANTIES WHATSOEVER AND PROVIDES THE SERVICES, AS APPLICABLE, ON AN 'AS IS' AND 'AS AVAILABLE' BASIS. COLLEGE BOARD HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. COLLEGE BOARD DOES NOT WARRANT THE OPERATION OF THE DELIVERABLES TO BE UNINTERRUPTED OR ERROR-FREE OR THAT ALL DEFICIENCIES OR ERRORS ARE CAPABLE OF BEING CORRECTED. FURTHERMORE, COLLEGE BOARD DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OF THE SERVICES OR THE RESULTS OBTAINED THEREFROM OR THAT THE SERVICES WILL SATISFY CLIENT'S REQUIREMENTS.

**6.0 Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, THE TOTAL LIABILITY, IN THE AGGREGATE, OF COLLEGE BOARD AND ITS OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS AND COLLEGE BOARD'S SUBCONTRACTORS AND CONSULTANTS, AND ANY OF THEM, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED TO THIS AGREEMENT OR THE WORK PERFORMED BY COLLEGE BOARD PURSUANT TO THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDED BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR WARRANTY EXPRESS OR IMPLIED OF COLLEGE BOARD OR COLLEGE BOARD'S OFFICERS, TRUSTEES, PARTNERS, EMPLOYEES, AGENTS, SUBCONTRACTORS OR CONSULTANTS OR ANY OF THEM, SHALL NOT EXCEED THE ACTUAL AMOUNT PAID TO COLLEGE BOARD UNDER THIS AGREEMENT FOR THE SPECIFIC SERVICE SUBJECT TO THE DAMAGES CLAIM.

IN NO EVENT SHALL EITHER PARTY, THEIR AFFILIATES OR THEIR SUBCONTRACTORS BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR LOSS OF PROFITS OR SAVINGS, LOSS OF USE, BUSINESS INTERRUPTION OR THE LIKE), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**7.0 Indemnification.** Intentionally Omitted.

**8.0 Ownership of Intellectual Property.** Client agrees and acknowledges that all intellectual property provided under or pertaining to this Agreement, including, but not limited to, any College Board publications, College Board website(s), CD-ROMs, videos, examinations, and all items contained therein, including all copies thereof, all data and score reports and any parts thereof, all copyrights, trademarks, trade secrets, patents, and other similar proprietary rights are the sole and exclusive property of College Board. Nothing in this Agreement should be interpreted to indicate that College Board is passing its proprietary rights in and to College Board Intellectual Property to the Client except as specifically provided under a particular Schedule.

## 9.0 Miscellaneous.

**9.1 Cooperation.** Client shall cooperate fully with College Board, its agents, consultants, and subcontractors and provide all assistance as reasonably necessary for College Board to furnish the Services as applicable, including but not limited to: (a) fulfilling its obligations under the applicable Schedule and (b) other assistance reasonably required by College Board to fulfill its obligations under this Agreement.

**9.2 Force Majeure.** Neither party shall be considered in default in the performance of its obligations under this Agreement to the extent that performance of its obligations is prevented or delayed in whole or in part by any cause beyond its reasonable control, whether foreseeable or not, including, without limitation, acts of God, acts or omissions of governmental authorities, strikes, lockouts or other industrial disturbances, acts of public enemies, terrorism, wars, blockades, riots, civil disturbances, curtailment of transportation, Client's failure to cooperate as described in Section 9.1 (Cooperation), pandemics or epidemics including without limitation COVID-19 virus or new strains of the COVID-19 virus, floods, hurricanes, tornadoes, environmental or nuclear contamination, and any other similar acts, events, or omissions (each a 'Force Majeure Event')



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that make it illegal, impracticable, inadvisable, unsafe, or impossible for a party to perform its obligations under this Agreement, provided that College Board shall have a duty to reasonably mitigate, or cause to be mitigated, any such disruptions (or parts thereof). College Board's obligation to furnish the Services shall be suspended (or reduced, as applicable) during the period and to the extent that provision of the Services is disrupted by the Force Majeure Event, without such suspension or disruption constituting a material breach of its obligations under this Agreement.

**9.3 Governing Law and Choice of Forum.** This Agreement shall be construed in accordance with the terms and conditions set forth in this Agreement and the law of the State of New York without regard to choice or conflict of laws principles that would cause the application of any other laws. Any dispute or controversy arising out of or relating to this Agreement or otherwise shall be determined by a court of competent jurisdiction in Oneida County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute), and not elsewhere, subject only to the authority of the Court in question to order changes of venue.

**9.4 Notices.** All notices or other communications hereunder shall be deemed to have been duly given and made if in writing and if served by personal delivery upon the party for whom it is intended on the day so delivered, if delivered by registered or certified mail, return receipt requested, or by courier service on the date of its receipt by the intended party (as indicated by the records of such of the U.S. Postal Service or the courier service), or if sent by e-mail, or if not a business day, the next succeeding business day, provided that the email sender retains confirmation of a 'read-receipt' which acknowledges recipient's opening of such email, or if not available, promptly confirms by telephone confirmation thereof, to the person at the address set forth below, or such other address as may be designated in writing hereafter, in the same manner, by such person:

**To College Board:**  
K-12 Contract Management

**With a copy to**  
Legal Department

**To Client:**  
Christopher Hill  
Assistant Superintendent  
Oneida-Herkimer-Madison Board of  
Cooperative Education Services  
(BOCES)

College Board

College Board

225 Liberty Street, 28<sup>th</sup> Floor  
New York, NY 10281  
Tel: (212) 713-8000  
Contractsmanagement@collegeboard.org

225 Liberty Street, 28<sup>th</sup> Floor  
New York, NY 10281  
Tel: (212) 713-8000  
Legalnotice@collegeboard.org

4747 Middle Settlement Rd  
New Hartford, NY 13413-4983  
Tel: (311) 793-8555

**9.5 Publicity.** Each party agrees to promptly inform the other party of all media inquiries prior to responding thereto and to permit the other party to review and approve prior to release any press releases regarding the services provided for under this Agreement.

**9.6 Relationship of the Parties.** The relationship of the Client and College Board is that of independent contractors. Neither party nor their employees are partners, agents, employees, or joint ventures of the other party. Neither party shall have any authority to bind the other party to any obligation by contract or otherwise. College Board, its employees, and agents shall not be considered employees of the Client while performing these services and will not be entitled to fringe benefits normally accruing to employees of the Client. Client and College Board recognize and agree that College Board is an independent contractor.

If the Client is using federal funds to pay for all or a portion of the Services furnished by College Board under this Agreement, Client acknowledges and agrees that College Board shall not be categorized as a 'subrecipient' receiving a federal award as defined by OMB Circular Subpart A.210(c) of Circular No. A-133. College Board shall be defined as a 'vendor' that provides good and services within normal business operations, provides similar goods or services to other purchasers and operates in a competitive environment. Client acknowledges and agrees that the substance of the relationship with College Board is that of a vendor not a subrecipient.

**9.7 Third-Party Rights.** Nothing contained in this Agreement, express or implied, establishes or creates, or is intended or will be construed to establish or create, any right in or remedy of, or any duty or obligation to, any third party.

**9.8 Survival.** It is agreed that certain obligations of the parties under this Agreement, which, by their nature would continue beyond the termination, cancellation, or expiration of this Agreement, shall survive termination, cancellation, or expiration of this Agreement, including without limitation, payment, ownership of intellectual property, representations and warranties, limitation of liability, confidential and proprietary information, indemnification, term and termination, and Section 9 (Miscellaneous) herein.

**9.9 Amendment; Waiver.** Any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the parties, or in the case of a waiver, by the party



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against whom the waiver is to be effective. No failure or delay by any party in exercising any right, power, or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof or the exercise of any other right, power, or privilege. Except as otherwise provided herein, the rights and remedies herein provided shall be cumulative and not exclusive of any rights or remedies provided by law.

**9.10 Severability.** The provisions of this Agreement shall be deemed severable and the invalidity or unenforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this Agreement, or the application thereof to any person or entity or any circumstance, is invalid or unenforceable, (a) a suitable and equitable provision shall be substituted therefor in order to carry out so far as may be valid and enforceable provision and (b) the remainder of this Agreement and the application of such provision to other persons, entities, or circumstances shall not be affected by such invalidity or unenforceability, nor shall such invalidity or unenforceability affect the validity or enforceability of such provision, or the application thereof, in any other jurisdiction.

**9.11 Order of Precedence.** In the event of conflict between the terms and conditions of any Schedule and this Agreement the terms and conditions of the Schedule shall prevail. The parties acknowledge and agree that each shall construe the terms, covenants, and conditions set forth in this Agreement, including each Schedule, as consistent with one another insofar as possible, so as to give effect to the fullest extent possible to each particular clause. Client shall remit any required Client-issued purchasing documents such as a contract or purchase order prior to the scheduled delivery of any Services to ensure prompt payment for Services received under this Agreement (“Client Purchase Order”). Notwithstanding anything to the contrary, the parties hereby acknowledge and agree that the Client Purchase Order shall be subject to the terms and conditions of this Agreement and this Agreement shall supersede any terms and conditions included in the Client Purchase Order; and further, Client understands that College Board is accepting the Client Purchase Order solely to effectuate payment but does not agree to accept any terms and conditions included in the Client Purchase Order. Client acknowledges and agrees that if Client required to provide a Client Purchase Order College Board may delay and/or withhold furnishing Services if Client fails to issue the Client Purchase Order for such Services, as applicable, prior to the scheduled delivery date for such Services.

**9.12 Headings.** Headings contained in this Agreement are for reference purposes only. They shall not affect in any way the meaning or interpretation of this Agreement.

**9.13 Integration, Execution and Delivery.** This Agreement includes the Schedules attached hereto and constitutes the entire agreement between College Board and Client and supersedes all prior written or oral understandings, bids, offers, negotiations, or communications of every kind concerning the subject matter of this Agreement, including any Client Purchase Order. No course of dealing between parties and no usage of trade shall be relevant to supplement any term used in this Agreement. Acceptance or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement and no waiver by a party of any right under this Agreement shall prejudice that party's exercise of that right in the future. This Agreement may be executed through signatures to any number of counterparts, each of which shall be deemed an original, which together will constitute one Agreement. Delivery of an executed counterpart of this Agreement by electronic transmission, including through DocuSign, shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by electronic transmission also shall deliver an original executed counterpart of this Agreement (except if the parties are using DocuSign), but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement. The foregoing execution and delivery shall apply to this Agreement.

**9.14 Confidentiality.** Each Party agrees to maintain the confidentiality of all confidential or proprietary information disclosed during the term of this Agreement. Confidential information includes, but is not limited to, student records, medical records, personal data, and any non-public business information. Both Parties shall comply with the Family Educational Rights and Privacy Act (FERPA), New York Education Law Section 2-d, to the extent applicable to the services provided hereunder, and all other applicable federal and state privacy laws. The following Education Law 2-d addenda are attached hereto and incorporated herein:

- Addendum A: Parents’ Bill of Rights for Data Privacy
- Addendum B: Parents’ Bill of Rights – Supplemental Information Addendum
- Addendum C: College Board Data Security and Privacy Plan



CB-00040780

**ONEIDA-HERKIMER-MADISON BOARD OF COOPERATIVE  
EDUCATION SERVICES (BOCES)**

**COLLEGE BOARD**

Signature

Michelle Anderson

Name

Cooperative Board President

Title

Date

DocuSigned by:  
*Trevor Packer*  
C2E7EBB577DF4CC...

Trevor Packer

Name

Senior Vice President, AP and Instruction

Title

04/29/2026

Date



CB-00040780

**ADVANCED PLACEMENT SCHEDULE FOR THIRD-PARTY BILLING  
FOR 2026 AP EXAMS**

**I. SCOPE OF WORK**

**A. AP Exam Administration.**

The Advanced Placement® Exams will be furnished by College Board to students in May of 2026 (“2026 AP® Exam”). In connection with College Board’s administration of the 2026 AP Exams: i) College Board and Oneida-Herkimer-Madison Board of Cooperative Education Services (BOCES) (hereinafter “Third-Party”) will implement this Third-Party billing arrangement for the Third-Party to pay for 2026 AP Exams on behalf of students and any additional fees incurred for students who have registered to take the 2026 AP Exams; and ii) College Board will provide an online participation form (“AP Participation Form”) for e-signature to each of the schools being billed to the Third-Party, which authorizes each school to order and administer AP Exams.

**B. Third-Party Billing for AP Exams.**

College Board’s standard fee for each 2026 AP Exam is \$99.00 (ninety-nine dollars). The exam fee includes a \$9.00 (nine dollars) rebate per exam that schools can retain to offset exam administration costs. College Board provides a \$37.00 (thirty-seven dollars) fee reduction per exam for eligible students with financial need (“College Board AP Exam fee reduction”).

Third-Party will pay College Board for AP Exams and if applicable, additional fees on behalf of students in the following schools/districts:

<b>DISTRICT NAME</b>	<b>DISTRICT EODB ID</b>
Oriskany Central School District	222897
Sauquoit Valley Central School District	202052
Westmoreland Central School District	222910
Utica City School District	222913
Remsen Central School District	222899
Holland Patent Central School District	220692
Waterville Central School District	222909

Third-Party will pay College Board on behalf of students for AP Exams as follows:

- 1) For each 2026 AP Exam taken by students who do not qualify for the College Board AP Exam fee reduction, the following will occur:
  - i. Third-Party will pay \$90.00 (ninety dollars) per exam to College Board on behalf of students; and
  - ii. The student’s \$9.00 (nine dollars) fee per exam paid to the school may be retained by the school unless the applicable school will forego its \$9.00 (nine dollars) rebate per exam.
- 2) For each 2026 AP Exam taken by students who qualify for the College Board AP Exam fee reduction, as indicated by the applicable school’s AP coordinator, the following will occur:
  - i. College Board will provide a \$37.00 (thirty-seven dollars) fee reduction per exam; and
  - ii. The applicable school will forego collecting its \$9.00 (nine dollars) rebate per exam from the student; and
  - iii. Third-Party will pay \$53.00 (fifty-three dollars) per exam to College Board on behalf of students.

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## Oneida-Herkimer-Madison BOCES

Information and Technology Division  
502 Court Street • Utica, NY 13502  
www.oneida-boces.org

### MEMORANDUM


**IX D. 9.**  
**Approval of DREAM Consortium**  
**Agreement**  
**May 13, 2026**

**To:** Cooperative Board

**From:** Patricia N. Kilburn, Ed. D.   
District Superintendent and Chief Executive Officer

**Date:** May 6, 2026

**Subject:** Approval of DREAM Consortium Agreement

**Prepared by:** Scott Morris   
Janice Murray

#### Background

Oneida-Herkimer-Madison BOCES would like to participate with other BOCES districts in New York State in the joint agreement for the purchasing of Databases, Research Tools, E-books, Automation, and Media.

#### Discussion

Each year the Cooperative Board must pass a resolution to participate in the statewide contract, managed by Capital Region BOCES (on behalf of the consortium members). The DREAM consortium will negotiate contracts and pricing with appropriate vendors through the Capital Region BOCES RFP process. Individual school library systems that participate will continue to work in support of their component districts to procure databases and provide technical and instructional support, as well as offer professional development for end users.

The consortium will also work to secure Ed law 2D compliance where applicable, and will address challenges as they emerge. The DREAM consortium will have an advisory group, comprised of SLS directors from participating BOCES regions. This advisory committee will offer expertise and suggestions, but final decisions will remain with Capital Region BOCES SLS.

All contracts are new with the addition of language pertaining to Education Law 2D.



## Oneida-Herkimer-Madison BOCES

Information and Technology Division  
502 Court Street • Utica, NY 13502  
[www.oneida-boces.org](http://www.oneida-boces.org)

### **Recommendation**

It is recommended that the Oneida-Herkimer-Madison BOCES Cooperative Board approve the 2026-2027 Database, Research Tools, E-books, Automation, and Media Consortium agreement managed by Capital Region BOCES and sign the Statewide Licensing Agreement.

### **Resolution**

That the BOCES Cooperative Board approve Oneida-Herkimer-Madison BOCES' participation in the 2025-2026 Database, Research Tools, E-books, Automation, and Media Consortium agreement.

Resolution attached.

**RESOLUTION OF BOARD OF EDUCATION**

**COOPERATIVE BIDDING  
of  
DATABASES, RESEARCH TOOLS, E-BOOKS, AUTOMATION AND MEDIA  
FOR USE IN SCHOOL LIBRARY SYSTEMS  
“DREAM CONSORTIUM”**

**SCHOOL YEAR 2026-2027**

**WHEREAS,**

A number of Boards of Cooperative Educational Services (BOCES) and School Library Systems (SLS) require software and database access

**WHEREAS,**

The BOCES or SLS named below is desirous of participating with other BOCES and SLS in New York State in cooperatively procuring the software and database access, as authorized by General Municipal Law, Section 119-o, and

**WHEREAS,**

The BOCES named below wishes to appoint the Albany-Schoharie-Schenectady-Saratoga BOCES (Capital Region BOCES) to advertise for, receive competitive proposals, and award contracts on their behalf; therefore

**BE IT RESOLVED,**

That the BOCES listed below hereby appoints the Capital Region BOCES to represent it in all matters relating above, and designates the Daily Gazette Newspaper as the legal publication for all related legal notifications, and,

**BE IT FURTHER RESOLVED,**

That the BOCES listed below authorizes Capital Region BOCES to represent it in all matters leading up to and including the entering into contracts for the purchase of the above mentioned software and database access, and,

**BE IT FURTHER RESOLVED,**

That the BOCES listed below agrees to (1) abide by majority decisions of the participating districts; (2) abide by the award of the Capital Region BOCES Board; (3) and that after the award of contracts it will conduct all negotiations directly with the awarded contractors

**CERTIFICATION OF BOARD CLERK**

I, \_\_\_\_\_, Clerk of the Board of  
\_\_\_\_\_  
(BOCES/ SLS)

hereby certify that the above resolution was adopted by the required majority vote of the Board of Education at its meeting held on

\_\_\_\_\_  
(Date of Meeting)

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

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## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org

### MEMORANDUM



**IX. D. 10.**  
**Approval of Hillside Children's Center**  
**Contract**  
**May 13, 2026**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of Hillside Children's Center contract

Prepared by: Christopher Hill   
Kevin Healy 

#### Background

Hillside Children's Center, a non-profit organization in Rochester, NY, has been providing family and youth human services for 185 years. This family-driven, youth-guided, trauma-informed, and culturally competent organization offers community-based services, education, and residential treatment. Hillside's mission is to partner with youth and families who have experienced trauma, aiming to positively impact their lives. They achieve this by fostering a culture of trust and support, emphasizing the wellness and resiliency of those they serve.

Hillside Work-Scholarship Connection (HWSC), a program of Hillside, empowers students to reach their full potential in academics, the community, and life. HWSC provides essential academic support, mentoring, life and social skills training, youth employment training, and youth development resources. The program has received national recognition for its success in guiding young people on their path to college and beyond.

#### Discussion

As the Community School Resources CoSer expands to address the evolving needs of component districts, Hillside Children's Center will serve as a valuable additional resource for school districts to utilize through OHM BOCES. Hillside Children's Center provides direct services to regional high school students, particularly those in schools with lower graduation rates. Their youth advocate services play a crucial role in monitoring students' academic progress and fostering strong relationships with both students and their families.

Hillside Children's Center services provide Youth Advocate Services which include:

- Monitor students' academic progress. Youth advocates partner with core teachers and counselors to ensure students come to class prepared to learn and work to increase student engagement with school.
- Building community relationships: Advocates develop relationships with students and families to identify/remove barriers to school and class attendance. They also ensure parents are informed of and in agreement with service goals for their child.
- Models positive and responsible behaviors: Advocates provide advocacy in disciplinary matters. They support the development of good habits by students that will enable them to successfully transition from high school to college, the military, or the workplace post-graduation.
- Individualized graduation plan (IGP). Advocate work with students and their families to develop an individualized graduation plan (IGP). They use the IGP to monitor student progress towards graduation and post-high school goals.
- Youth Employment Training (YETA). Advocates encourage students to meet AAA standards to become eligible for Youth Employment Training (YETA). They coach students to ensure completion of YETA and mentors those employed by a HWSC partner on strategies to improve work performance.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for Hillside Children's Center for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for Hillside Children's Center for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

## HILLSIDE CHILDREN'S CENTER

This Agreement (the "Agreement") is made on March 31, 2026, for the period of July 1, 2026 through June 30, 2027, by **Hillside Children's Center** located at 1183 Monroe Avenue Rochester New York 14620, (hereinafter referred to as the "Hillside") and **Oneida-Herkimer-Madison BOCES**, 4747 Middle Settlement Road, New Hartford, NY 13413, (hereinafter referred to as "BOCES"). The purpose of this Agreement is to outline terms for services via the Community School Resources CoSer with the Hillside Work-Scholarship Connection Program ("HWSC") of Hillside Children's Center during School Year 2026-2027, providing Hillside Youth Advocates and related services to qualifying students enrolled in participating districts, and further codify coordination of services for Oneida-Herkimer- Madison BOCES in Appendix 1.

### 1. TERM

1.1 The term of this Agreement shall commence on July 1, 2026 and shall terminate on June 30, 2027, unless sooner terminated as set forth herein.

### 2. ASSIGNMENT

2.1. The parties of this Agreement shall not transfer, assign, subcontract or otherwise dispose of this Agreement or the rights and responsibilities therein without the prior written consent of the other party or any interest herein may not be assigned by either party.

### 3. BREACH OF ONE PROVISION

3.1. In the event any term or condition of this Agreement should be breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

### 4. CANCELLATION AND TRAVEL EXPENSES

4.1. If the service is cancelled due to any of the following: unforeseen circumstances such as illness; ice, snow or other weather condition; act of God; strike, slow down; act of War, terrorism, national emergency; flight cancellation or delay; Hillside facility closure; BOCES facilities or any participating school district facilities closure; pandemic or epidemic; natural disaster; civil disturbance; explosion; order of any governmental authority; act of public enemy; shortage of labor or supplies; failure of any telephone system or other utility; or, any other cause not reasonably in control of the parties, or the like, BOCES will not be responsible for any fees, costs or travel expenses incurred by Hillside in reporting to BOCES or covered school or district facility.

### 5. CHILD ABUSE REGISTRY

5.1. Hillside will screen current and prospective employees immediately upon commencement of services and placement of assigned staff through the state central registry of child abuse. If an employee is the subject of an indicated report, Hillside will immediately consult with BOCES, reassign the employee and replace with fully compliant staff.

6. CONFIDENTIALITY

6.1. Hillside and BOCES shall observe and apply the appropriate standard of confidentiality to records and information or be subject to liability including breach of confidentiality penalties. No records shared with Hillside shall be disclosed, re-disclosed, or used for personal gain/benefit. All student and/or staff records, or information gathered in the course of providing services, will be maintained as confidential by Hillside employees in accordance with state and federal laws and regulations, namely, the Family Educational Rights and Privacy Act (FERPA), New York Education Law Part 2-d, and the Health Insurance Portability and Accountability Act (HIPAA). BOCES will provide its policy on FERPA to Hillside.

7. CONFLICT OF INTEREST

7.1. Hillside represents and warrants that neither it nor any of its directors, officers, members, partners or employees, has any interest nor shall they acquire any interest, directly or indirectly with BOCES, which would or may conflict in any manner or degree with the performance of the services hereunder. Hillside further represents and warrants that in the performance of this Agreement no person having such interest or possible interest is employed by BOCES.

8. CONSTRUCTION AND AMENDMENTS

8.1. All previous oral and/or written understandings and agreements made by and between the parties are merged in this Agreement, which alone fully and completely expresses their agreement. This Agreement may not be changed, nor any of its provisions modified or waived, except in writing, signed by all parties to this Agreement.

9. CONTACT PERSON

9.1. Hillside and BOCES shall each assign one contact person to correspond with for services during the term of this Agreement.

10. COPIES OF THE AGREEMENT

10.1. Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

11. COPYRIGHT

11.1. Any original materials created by BOCES in carrying out its duties under this Agreement is a work made to hire, and such materials are BOCES-owned material, and BOCES retains the copyright ownership of those materials. None of those materials, nor any part thereof, may be copied, reproduced, distributed, modified, displayed, and/or published in any form whatsoever without BOCES' explicit written permission.

11.2. Hillside retains copyright ownership of any original materials created by Hillside or materials otherwise considered proprietary by Hillside. In its provision of services under the terms of this Agreement, Hillside grants BOCES a non-exclusive right to use the materials in said trainings and at BOCES for post-training purposes. BOCES' right to use or access

Hillside's materials shall be limited to the HWSC program and its trainings with HWSC students. None of the materials, nor any part thereof, may be copied, reproduced, distributed, modified, displayed, and/or published in any form whatsoever without Hillside's explicit written permission.

12. ENTIRETY

12.1. This Agreement represents the entire agreement between the parties. Any previous agreement between the parties, oral or in writing, is superseded by this Agreement.

13. FEES

13.1. BOCES agrees to pay \$126,000.00, per youth advocate, funding up to eight Youth Advocate roles under this Agreement. Said amount includes any and all employee related taxes and travel, in-direct and direct services, costs for services rendered at the participating districts. Hillside will invoice BOCES for services on a quarterly basis. Costs outlined may be subject to proration if a youth advocate's position remains vacated for a period of sixty (60) days or more. Prorated costs will be negotiated on a case-by-case basis and addressed via invoice or, if warranted, an amendment to this Agreement. Hillside should send invoices to Kevin Healy: [khealy@oneida-boces.org](mailto:khealy@oneida-boces.org).

14. FINGERPRINT AND VACCINATIONS

14.1. Hillside will ensure its employees working with school district students receive fingerprint clearance and are up to date with all immunizations and vaccinations as may be required by law of school based personnel. A volunteer and those working with school districts' students less than five (5) days in a school year is not subject to fingerprinting. Hillside agrees to cooperate with BOCES or participating District to have any individuals providing services who will have direct contact with students to furnish fingerprints and submit to a criminal background check and clearance. This shall include, but is not limited to, completing paperwork and filing such paperwork with an appropriate agency, for the purpose of submitting fingerprints for criminal clearance. Hillside shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

15. GOVERNING LAW/COMPLIANCE WITH LAWS

15.1. This Agreement shall be governed by and construed in accordance with the Laws of the State of New York. The New York Supreme Court, County of Oneida is hereby designated as the place of trial for any action or proceeding arising from or connected with this Agreement. If federal jurisdiction is invoked, the Federal District Court for the Northern District of New York is designated as the place of trial for any action or proceeding arising from this Agreement.

15.2. Hillside covenants that its services and all aspects of its business and execution of this Agreement are in compliance with any and all federal, state, and local laws and professional ethics standards.

16. HEADINGS

16.1. The paragraph headings contained in this Agreement have been prepared for convenience of reference only and shall not control, affect the meaning, or be taken as an interpretation of any provision of this Agreement.

17. HEALTH AND SAFETY

17.1. Hillside will establish and maintain appropriate standards of health and safety for those matters within its control to ensure that students, staff, invitees, attendees, parents, and the community are adequately protected against hazards or activities that may affect their health or safety.

18. INDEMNIFICATION

18.1. BOCES agrees to defend, indemnify and hold harmless Hillside, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, judgments, awards, losses, penalties, reasonable attorneys' fees, court costs, expenses and disbursements of any nature whether civil or criminal, for any breach of this Agreement, and all willful or negligent acts or omissions by BOCES' employees, students, and/or agents in connection with this Agreement.

18.2. Hillside agrees to defend, indemnify and hold harmless BOCES, its directors, officers, agents, servants and employees from and against any and all claims, actions or liabilities, damages, costs, judgments, awards, losses, penalties, expenses, disbursements, reasonable attorneys' fees and court costs, of any nature whether civil or criminal, for any breach of this Agreement and all willful or negligent acts or omissions by Hillside's employees, officers, agents and subcontractors in connection with this Agreement including an inappropriate disclosure of confidential student data in violation of FERPA.

19. INDEPENDENT CONTRACTOR

19.1. The relationship of Hillside to BOCES shall be that of independent contractor, and not an employee or part of BOCES. No employee of Hillside will hold himself or herself out as an employee of BOCES. Because of the independent contractor status, BOCES will not be responsible for the withholding of taxes, for the payment of FICA taxes, for any insurance coverage, or other similar benefits, required by law to be provided to employees.

19.2. All personnel providing services pursuant to this Agreement shall be considered Hillside's employees only. Hillside will assume sole and exclusive responsibility for payment of wages to its personnel for services to the school district; for withholding appropriate income taxes, paying federal social security taxes and unemployment insurance, and maintaining worker's compensation coverage; and for otherwise discharging its obligation as an employer.

19.3. Hillside will not at any time hold themselves to be a BOCES employee, instead they are acting as a representative of BOCES, at BOCES request as an independent contractor.

20. INJURY OF STAFF

20.1. Hillside will notify the school district immediately if a student or Hillside staff member is injured, violates a work rule, or engages in threatening behavior. Hillside will notify the school district immediately if any Hillside employee injures or acts inappropriately towards a student, staff, invitee or attendee.

21. INSURANCE

21.1. Hillside shall be responsible for securing and providing personal, general, and property liability coverage (with a limit of not less than \$1 million per occurrence and \$2 million aggregate), adding BOCES to the policy and providing a copy of general liability insurance to BOCES, upon request.

21.2. BOCES shall be responsible for securing and providing personal, general, and property liability coverage (with a limit of not less than \$1 million per occurrence and \$3 million aggregate) and providing a copy of general liability insurance to Hillside, upon request.

21.3. Students enrolled in the HWSC program are covered by BOCES or the participating school district insurance policy in the event of an accident while participating in the Hillside program. BOCES will provide a copy of the Certificate of Liability upon request.

21.4. Hillside must show proof, upon request, that they have Worker's Compensation insurance coverage for all their employees.

22. INTEGRATION

22.1. As a result of Hillside's work, and subject to the unique nature of BOCES, Hillside's work may be highlighted as a service aided by BOCES. Such a result will not destroy the Hillside relationship as an independent contractor/consultant nor will it alter the proprietary nature of the HWSC program and the requirements of Section 11.2.

23. INTEREST/ON SITE WORK

23.1. Hillside has no vested interest in BOCES in that they do not have an investment in the facility nor do they realize any profit or loss from the operation of BOCES.

23.2. On site or remote work by Hillside will not destroy the independent contractor relationship between Hillside and BOCES.

23.3. Hillside's written status report or attendance at BOCES meetings will not destroy the independent contractor relationship between Hillside and BOCES.

24. INVALID/SEVERABILITY

24.1. In the event any provisions of this Agreement shall be held invalid, illegal or null and void and unenforceable, the remaining provisions will survive and remain in effect as in the original Agreement and shall be valid and binding upon the parties.

25. LICENSE

25.1. Hillside shall maintain all required certificates of insurance and liability required to operate as a legal entity in NYS for the length of the Agreement.

26. LOGO

26.1. Neither party shall use the other's name and/or logo in any new descriptive or promotional materials of any kind, without first seeking prior, express, written permission from the other, in each case.

27. NON-DISCRIMINATION

27.1. BOCES does not discriminate on the basis of age, sex, race, religion, color, national origin, disability, creed, marital status, veteran status, military status, sexual orientation, prior criminal offense, domestic violence victim status, gender identity, gender expression, or genetic status in its services, employment, programs or activities and provides equal access to youth groups. The following person has been designated to handle complaints/inquiries regarding BOCES' non-discrimination policies: Assistant Superintendent for Human Resources, 4747 Middle Settlement Road, New Hartford, NY 13413, and is also the Title VII and Title IX Officer. For further information on notice of non-discrimination, visit <http://www2.ed.gov/about/offices/list/ocr/addresses.html> for the address and phone number of the office that serves your area, or call 1-800-421-3481. Please note that those wishing to file a complaint may also do so through the Department of Education's Office for Civil Rights at <https://www2.ed.gov/about/offices/list/ocr/complaintprocess.html>. See also New York State Executive Law 296.

27.2. BOCES and its participating school districts comply with the Americans with Disabilities Act (ADA) which provides access to all its services, programs, activities, and employment for those individuals with a disability. BOCES and its participating school districts will provide reasonable accommodations and/or appropriate modifications, aides and services as required by law to provide access to individuals with disabilities to its programs, services, employment, and activities. Any individual requesting an accommodation must notify the ADA Compliance Officer at least seventy-two (72) hours prior to the event or program or activity.

28. NON-EXCLUSIVITY

28.1. Hillside hereby acknowledges that BOCES is under no obligation to utilize Hillside's services under this Agreement on an exclusive basis and there is no assumption of a continuing relationship between BOCES and Hillside.

29. NON-FUNDING

29.1. It is agreed that BOCES may terminate this Agreement and/or reduce the amount paid under this Agreement, with a thirty (30) calendar day written notice in the event of non-funding by participating school districts and/or other funding sources (grants), or similar occurrences which cause the continuation of the program to be ceased, paused, abbreviated, impractical, or requests for services change resulting in an increase or decrease of enrollment. BOCES shall pay invoices for services provided through to the date of notification.

30. NOTICE/SERVICE OF PROCESS

30.1. Any notice required or permitted by this Agreement shall be made by personal delivery (effective when delivered) or by certified mail, return receipt requested (effective two (2) business days after proper posting) to the addresses first set forth above. Notices and Service of Process sent to Hillside shall be to the attention of Roderick Green, Executive Director. Notices and Service of Process sent to BOCES shall be to the attention of its Clerk.

31. OUTSIDE ACTIVITIES

31.1. Hillside may engage in other speaking and training events, as well as consulting and engaging in business outside of the services for BOCES provided the services occur off BOCES owned or leased premises and provided the activities do not create a conflict of interest with or interfere with the discharge of Hillside's obligation under the terms of this Agreement.

32. OWNERSHIP OF RECORDS

32.1. All student data received by HWSC to inform the delivery of program services will remain the property of the covered school district, both during and after the term of the Agreement. However, Hillside will be entitled to reasonable access to those non-confidential records during normal business hours, upon ten days' written request to the school district.

33. PAPERWORK

33.1. Hillside shall maintain all necessary paperwork related to this Agreement, as part of Hillside's records. This may include, but not be limited to, timesheets, a current evaluation, as appropriate. Hillside will provide copies to BOCES of all records upon ten day's written request.

34. SCOPE OF SERVICES

34.1. Hillside shall provide Youth Advocates and other support and professional services to BOCES with qualified staff according to the standards set by Hillside's accreditation authority or other appropriate licensing agency applicable to Hillside. Hillside brings with it the expertise and appropriate legally required and/or certified personnel to perform the services. Each Youth Advocate will be assigned to no more than thirty-five (35) students.

35. SUPERVISION

35.1. HWSC will provide day to day supervision over Hillside employees. If the school district is dissatisfied with any employee, the school district and Hillside will consult and decide jointly on removal of the employee. If employee is removed, Hillside will provide a replacement employee.

36. TERMINATION

36.1. This Agreement may be terminated at any time with or without cause upon thirty (30) calendar days' written notice by either party to the other party without incurring any future penalty on account of such termination. In case of deficiencies of service or other programmatic issues, BOCES will first develop an Action Plan in concert with Hillside to address the issues within thirty (30) days. In the event that the issues cannot be resolved

through the Action Plan, BOCES reserves the right to terminate services and this Agreement upon an additional thirty (30) days written notice.

37. FORCE MAJEURE

37.1. Neither party shall be liable for failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to acts of God, pandemics, war, terrorism, governmental actions, natural disasters, labor disputes, or system failures. Either party may terminate this Agreement immediately upon notice if a Force Majeure event prevents performance for more than thirty (30) days.

38. WARRANTIES

38.1. Hillside warrants its employees bring with them the necessary and requisite qualifications, skills, character, and knowledge to perform the services of this Agreement. The school district will provide Hillside with a copy of its policies, regulations and Code of Conduct. Hillside agrees to abide by school district policies, regulations and Code of Conduct while on school district owned or leased premises or offsite during a school district activity or meeting, or while providing services remotely.

**Oneida-Herkimer-Madison BOCES**

**Hillside Children's Center  
Hillside Work-Scholarship Connection  
Program**

By:

By:

\_\_\_\_\_



Name: Michelle Anderson  
Title: Cooperative Board President

Name: Roderick Green  
Title: Executive Director

Date:

Date:

4/20/26




**Oneida-Herkimer-Madison BOCES**

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org


**MEMORANDUM**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of Integrated Community Alternatives Network contract

Prepared by: Christopher Hill   
Kevin Healy 

**IX. D. 11.**  
**Approval of Integrated Community**  
**Alternatives Network Contract**  
**May 13, 2026**

**Background**

The Integrated Community Alternatives Network (ICAN), a not-for-profit organization, is a unique home and community-based network that provides individualized and non-traditional services and care to the highest risk individuals and families with social, emotional, mental health, and behavioral challenges. They have been a mainstay in the Central New York Community for over 20 years. Their vision is keeping families together, and their mission is empowering individuals and families.

**Discussion**

As the Community School Resources CoSer continues to grow to meet the needs of component districts, the Integrated Community Alternatives Network (ICAN) will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. ICAN is able to provide a tiered approach to intervention for schools utilizing multiple options depending on the specific needs of each component district.

Options for an in-house specialist include a clinical care coordinator, behavior support specialist, student retention specialist, peer advocate, family service coordinator, student engagement specialist, youth care coordinator, or a psychiatric nurse practitioner. Each of these unique specialists work closely with existing district support and counseling teams to meet the needs of the students and families of our component districts.

Options for ICAN services include but are not limited to:

- Clinical Care Coordinator (CCC)  
A CCC is a Master's level Social Worker or credentialed School Based Mental Health Counselor. This position can support the existing social work team by providing a mix of individualized therapy, IEP counseling, pro social-emotional support groups, serve as a liaison between school and family, as well as assist the team in linking children and families to existing services and then providing monitoring of the delivery and implementation of those services.
- Student Retention Specialist (SRS)  
A SRS will work closely with the district to help identify and support students who are or are at risk of becoming Chronically Absent. Using the MTSS framework, the SRS will work with a caseload of identified students ranging from Tier 1: Early Intervention to Tier 2: Late Intervention and finally Tier 3 Students needing Intensive Case Management (ICM). Using evidence-based models such as Check and Connect, the SRS will work with school student support teams, provide direct support to students, facilitate service linkage, follow-up support, provide home visits, and provide support and linkages to families in need to reduce chronic absenteeism and enhance academic success.
- Behavior Support Specialists (BSS)  
A BSS is a Bachelor's level employee with at least 2 years working in a setting with youth who demonstrate highly behavioral needs. This person will work with the team and any identified youth to assess, develop, and implement proactive and strengths-based behavior strategies as well as assist youth during times of crisis. The BSS will provide a connection between the home, school and community by providing home visits (if necessary).
- Family Service Coordinator (FSC)  
A FSC is a Bachelor's level employee with at least 2 years of experience working in the Human Services field, preferably in a Case Work/Case Management position. This person will serve as a hub of service coordination for any referred students and then provide case management services to the child and family. The FSC will work very closely with identified team members to coordinate referrals to assist in linking children and families to existing outside services and then providing monitoring of the delivery and implementation of those services.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for ICAN for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for ICAN for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.




## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org



### MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of TIM Academy contract

Prepared by: Christopher Hill   
Kevin Healy 

**IX. D. 12.**  
**Approval of TIM Academy**  
**Contract**  
**May 13, 2026**

#### Background

TIM Academy, established in 1993 in Berwyn, PA, provides training and consultative services for professionals working with children diagnosed with autism spectrum disorders. Their goal is to share their instructional methods as well as to provide field-based consultation and support for professionals in the educational community.

#### Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, TIM Academy will be an additional resource that school districts may utilize through OHM BOCES in support of teachers, students and school staff. TIM Academy provides a combination of direct consultative services and indirect consultative services to the school district's autistic support/special education staff.

Services that TIM Academy to be provided are:

- Direct Consultative Services  
Timothy School offers direct consultation where their experts first meet with administrators to understand the issues. After observing the classroom and talking with staff, they'll discuss their findings with administration and may use additional time to create supporting materials for their recommendations.
- New Classroom Design, Set-up and Launch  
Timothy School consultants will help to design new classrooms through on-site visits. Before the launch, Timothy School will spend at least 25 hours creating initial visual aids and tasks based on student IEP information.

- Summer Training

The team of Timothy School consultants will prepare, set up, and deliver the training which requires setting up and using a demonstration classroom. Timothy School consultants will prepare for students, with indirect hours depending on the number of students in the demonstration classroom. Full-day staff in-service programs cost one site visit.

**Recommendation**

It is recommended that the Cooperative Board approve the service contract for the Center for TIM Academy for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

**Resolution**

That the Cooperative Board approve the service contract for TIM Academy for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.



**Timothy School/TIM Academy Contract Proposal for  
OHM BOCES 2026-2027**

This contract is made and entered into on the date set forth below between The Timothy School/TIM Academy Consultative Services (“TIM”), located at 973 Old Lancaster Road, Berwyn, PA 19312, and the OHM BOCES (“School District”), with its administrative offices located at 4747 Middle Settlement Road, New Hartford, New York, 13413.

**Scope of Work**

**Purpose:** TIM will provide a combination of direct and indirect consultative services to the School District’s Autistic Support/Special Education staff and/or Component School Districts. TIM will visit classroom/Component School Districts, as designated by the School Districts Director of Professional Learning, to provide direct consultative services. Dates for consultative visits will be jointly determined by TIM, the Director of Professional Learning, and Component School Districts. TIM Academy will also be available for follow-up meetings as deemed necessary by the School District’s Director of Professional Learning.

**Term, Termination, and Renewal of Contract**

**Term.** Except and unless as terminated under the provisions of this Contract, this Contract shall be in effect from the first day of July 1, 2026, through the last day of June 2027.

**Termination.** Either party may terminate this Contract upon thirty (30) days' written notice for any or no reason. The said written notice shall be sent to the persons indicated herein via certified mail, return receipt requested, and shall state the anticipated termination date. In no event shall the termination date be sooner than thirty (30) days from the date of the certified mail receipt unless TIM and the BOCES agree in writing to an earlier date. Termination of this contract shall not affect the district's obligation to pay for services rendered or expenses incurred prior to termination.

**Notices.** In the event any notices need to be provided under this Contract, notice shall be sent to the following individuals/locations:

***To the School District:***

Kevin Healy  
Director of Professional Learning  
OHM BOCES  
4747 Middle Settlement Road  
New Hartford, NY 13413  
Email: [khealy@oneida-boces.org](mailto:khealy@oneida-boces.org)

***To The Timothy School/TIM Academy***

Wendy Moran  
Director of Consultative Services  
The Timothy School  
973 Old Lancaster Road  
Berwyn, Pennsylvania 19312  
Email: [wmoran@thetimothyschool.org](mailto:wmoran@thetimothyschool.org)

**Renewal of Contract.** This Contract may be renewed by agreement of the parties upon such terms and conditions as the parties may agree upon, as documented in writing and as formally approved.

**Mutual Insurance and Indemnification Obligations.**

**Insurance.** Each Party agrees to maintain for itself and for its agents, employees, independent contractors and any other personnel rendering services under this Contract, provided herein, (a) general liability insurance; (b) workers compensation insurance and (c) professional liability insurance, as it may be needed, and all other insurance required by law to provide services under this Contract. All insurance policies shall be maintained with companies licensed and authorized to do business in the State of New York, and certificates of insurance on standard ACORD forms shall be furnished to the other Party upon request. Each party shall ensure that such insurance coverage names the other party as an additional insured.

**Indemnification.** Each Party (an “Indemnifying Party”) shall defend, indemnify and save the other Party (the “Indemnified Party”), and its board of directors, officers, agents, employees and attorneys, in their official or individual capacities, harmless from and against any and all loss, claims, damages and demands, liabilities, costs and expenses, including court costs and reasonable attorneys’ fees, from third parties which arise out of or are related to the Indemnifying Party’s acts, omissions, or performance of its obligations under this Contract, including, without limitation, the claims described below. This obligation for indemnification by an Indemnifying Party shall not apply with respect to any claim, damage, demand, liability, cost or expense arising from the Indemnified Party’s negligence or willful misconduct. As part of its indemnification obligation, the Indemnifying Party shall retain counsel and provide a defense to the Indemnified Party, and the Indemnified Party agrees to cooperate fully in all respects with such defense. Each party shall give the other party prompt written notice of any claim or potential claim where indemnification may be sought.

**Indemnified Claims.**

- any injury to, or death of, any person or persons, or damage to property, arising out of or caused or claimed to have been caused by acts or omissions of the Indemnifying Party, any subcontractor, employee or agent of the Indemnifying Party, or any other person or entity directly or indirectly employed by any of them, whether or not caused in whole or in part, by actions or omissions of the Indemnifying Party, its agents, employees or officials, or any representative of the Indemnifying Party, with respect to or in connection to services under this Contract; and
- any alleged improper conduct of any nature or type, including physical, mental, or sexual abuse or harassment, invasion of bodily integrity, personal injury, violation of civil rights, and/or unlawful discrimination, by or attributable to any of the Indemnifying Party’s employees, agents, officials, or contractors; and
- the Indemnifying Party’s breach of any term of this Contract.

**Cost Breakdown**

The District shall pay Timothy School/TIM Academy for actual services rendered during the term of the contract at the rates provided below.

Cost per site visit:	\$2,750.00
Cost per hour:	\$265.00 per hour/per consultant
Cost for indirect consultative services:	\$155.00 per hour

**Additional expenses for travel will include:**

- **Mileage and Tolls** - based on the IRS standard rate in effect at the time of travel. We will make every effort to coordinate our visits to the Central NY area with other local agencies to save mileage costs.
- **Hotel** – single room occupancy (1 or 2 rooms per visit) - \$119.00 per room/per night - Plus NY State/Occupancy taxes.
- **Meals** – not to exceed \$60.00 per day/per consultant.

TIM will bill OHM BOCES monthly for services rendered, and payment is due to The Timothy School within 30 days.

**Miscellaneous Provisions.**

**Confidentiality of Student Information.** TIM and the School District, as well as their agents, directors, officials, employees and assigns, shall perform all respective obligations and duties under this Contract in such a manner as to ensure that all records, names and identities of students who are counseled, treated and/or rehabilitated shall be and will remain confidential, except for such disclosures that are required and/or permitted by law.

**Confidentiality of Party Information.** In the event a Party receives or procures information from or about the other Party, which such other Party regards as confidential or proprietary information, such Party shall keep and maintain said information in the strictest confidence.

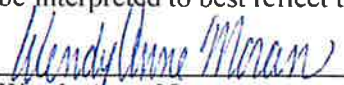
**Independent Contractor.** The parties hereto agree that TIM and its agents, contractors, and employees, in the performance of this Contract, shall act in an independent contractor capacity and not as officers, employees, or agents of the School District. TIM’s employees shall at all times be and remain the sole employees of TIM, and TIM shall be solely responsible for payment of all employees’ wages, benefits and other compensation.

**Contract Not Assignable.** This Contract shall not be assigned by any party hereto without prior, written consent of the non-assigning party.

**Survival of Confidentiality and Indemnity Provisions.** The confidentiality and indemnity provisions of this Contract shall survive any termination of this Contract.

**Force Majeure.** Neither Party shall be liable for failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to acts of God, pandemics, war, terrorism, governmental actions, natural disasters, labor disputes, or system failures. Either Party may terminate this Agreement immediately upon notice if a Force Majeure event prevents performance for more than thirty (30) days.

**Severability.** If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Agreement shall be interpreted to best reflect the original intentions of the Parties.

  
 \_\_\_\_\_  
 Wendy Anne Moran  
 Timothy School/TIM Academy  
 Director of Consultative Services

Date of acceptance 3/25/26

\_\_\_\_\_  
 Michelle Anderson  
 Cooperative Board President  
 Oneida-Herkimer-Madison BOCES

Date of acceptance \_\_\_\_\_

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## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

### MEMORANDUM



**IX. D. 13.**  
**Approval of Upstate Caring**  
**Partners, Inc. Contract**  
**May 13, 2026**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of Upstate Caring Partners, Inc. contract

Prepared by: Christopher Hill   
Kevin Healy 

#### Background

Upstate Caring Partners, Inc (UCP) is a not-for-profit corporation located in Utica. Its mission is to provide innovative programs and services that support, teach, and create meaningful opportunities for individuals of all abilities, with the ultimate vision to empower people through values of excellence, integrity and respect. Built on their original dedication to children with cerebral palsy, UCP now extends their services to a wide array of intellectual and developmental disabilities across their lifespan, including behavioral health and substance use disorders.

#### Discussion

As the Community School Resources CoSer continues to grow to meet the needs of component districts, UCP's program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Upstate Caring Partners, Inc. provides direct services for regional students with disabilities. Their service focuses on interventions and professional development for district staff. UCP sends a service provider to the district at request, rather than having a permanent position in the building. This model focuses on the need and saves school districts money while meeting their students' needs.

Upstate Caring Partners, Inc. services include:

School consultation services: addressing challenging behaviors and enhancing learning outcomes through safe, dignified practices. This includes direct student consultation and collaboration with classroom staff to assess and support students.

Staff training and program development: partnering with administrators and educators to strengthen the overall learning environment and improve student outcomes.

**Recommendation**

It is recommended that the Cooperative Board approve the service contract for Upstate Caring Partners, Inc. for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

**Resolution**

That the Cooperative Board approve the service contract for Upstate Caring Partners, Inc. for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

## CONSULTING SERVICES AGREEMENT

BETWEEN

UPSTATE CARING PARTNERS, INC.  
AND  
ONEIDA-HERKIMER-MADISON BOCES

THIS AGREEMENT is effective this 1<sup>st</sup> day of July 2026, between the Upstate Caring Partners, Inc. (hereinafter referred to as "UCP"), a New York not-for-profit corporation located in Utica, New York, and Oneida-Herkimer-Madison Board of Cooperative Educational Services, an agency located at 4747 Middle Settlement Rd, New Hartford, New York 13413 (hereinafter referred to as "BOCES"), related to Educational Consultation Services to be provided to BOCES by UCP.

WITNESSETH

WHEREAS, UCP, is a not-for-profit corporation whose mission is providing innovative programs and services that support people and create opportunities to fulfill life choices, and

WHEREAS, BOCES wishes to engage the technical assistance of UCP in educational assessment, behavior support, classroom design, instructional practices to accommodate students with differing abilities for the benefit of students, families and teachers ("Consulting Services"),

NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:

- 1. OBLIGATIONS OF UCP.** UCP hereby agrees to use its best efforts to provide Consulting Services at the rate of \$165.00 dollars per hour and Registered Behavior Technician (RBT) Services at the rate of \$50.00 dollars per hour. Consulting and RBT Services under this Agreement shall be billed on a monthly basis, following the delivery of service. This Agreement reflects a fee per hour contract.
- 2. OBLIGATIONS OF BOCES.** BOCES hereby agrees to promptly provide payment for all billed hourly services on a monthly basis, within thirty (30) days of invoice. In addition, they shall reimburse UCP agents for travel expense to and from BOCES, or any other location requested by BOCES, according to the following rate structure on a monthly basis within thirty (30) days of invoice:

**Roundtrip:**

- 0 - 15 minutes \$12.50
- 16 - 30 minutes \$25.00

- 31 - 45 minutes \$37.50
- 46 - 60 minutes \$50.00

Each Additional 15-minute increment is \$12.50.

### **3. RELATIONSHIP BETWEEN UCP AND BOCES.**

3.1 None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between UCP and BOCES other than that of independently operated entities contracting with each other solely to effectuate the purposes and provisions of this Agreement.

3.2 UCP and BOCES shall maintain an effective liaison and close cooperation with each other to provide maximum benefits to each participant.

3.3 Both parties agree not to make reference to the other party in public documents or use the other party's trademark, or symbol in any form of advertising or for any purpose without the other party's prior written approval of the communication.

### **4. STUDENT RECORDS.**

4.1 Nothing in this Agreement shall be deemed to replace the position of ultimate responsibility that BOCES has for the students located within its region and by its participation in this Agreement UCP does not accept any responsibility for said students and student records. This Agreement does not alter any requirements that BOCES must fulfill regarding its ongoing obligations to meet each of its student's needs as reflected in the participating student's IEP. In addition, BOCES shall maintain responsibility for the privacy of and control over the participant's student records.

4.2 Subject to applicable confidentiality requirements and to the extent feasible, BOCES shall, however, establish and maintain a system, which permits maximum sharing of student records, medical and other records and information about program participants with UCP, for the limited purpose of effectuating the provision of Consulting Services.

4.3 The parties agree that responsibility for any and all communication with parents of participating students regarding the assessment and evaluation of students' needs during provision of Consulting Services shall be the sole responsibility of BOCES. From time to time, the UCP staff may be required to deliver professional opinions; however, these shall be delivered under the terms of this Agreement, strictly to and for the benefit of BOCES staff involved.

4.4 UCP acknowledges that student records are confidential and will comply with all requirements of the Family Educational Rights and Privacy Act and the Individuals with Disabilities Education Act regarding such confidentiality. Both parties shall be bound by the provisions of all Federal and New York State laws with regard to privacy of Protected Health Information under the provisions of HIPAA or any other relevant statutes.

4.5 UCP shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR § 121.1(q)) (hereinafter "Confidential Data") in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the foregoing:

- a) UCP will comply with BOCES'S Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR § 121.
- b) UCP will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.
- c) UCP will not use the personally identifiable information for any purpose not explicitly authorized in this Agreement.
- d) UCP will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.
- e) UCP will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody, including but not limited to adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- f) UCP will use encryption to protect personally identifiable information in its custody while in motion or at rest.
- g) UCP will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

4.6 In the event that Confidential Data is accessed or obtained by an unauthorized individual, UCP shall provide notification to BOCES without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. UCP shall follow the following process:

- a) The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand,

and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of UCP's investigation or plan to investigate; and contact information for representatives who can assist BOCES with additional questions.

- b) Where a breach or unauthorized release of Confidential Data is attributed to UCP, and/or a subcontractor or affiliate of UCP, UCP shall pay for or promptly reimburse BOCES for the cost of notification to parents and eligible students of the breach.
- c) When applicable, UCP shall cooperate with BOCES and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

4.7 In compliance with NYS Education Law§ 2-d, the following addenda are attached hereto and incorporated herein:

- a) Addendum A: Supplemental Information Addendum

5. **TERM.** This Agreement shall be in effect through June 30, 2027. Either party may terminate the service under this Agreement with 30 days' written notice. BOCES pays any outstanding amounts due for Consulting Services within 30 days of termination by either party.

6. **INSURANCE.** UCP agrees to maintain, at its own expense, professional liability insurance, general liability, and workers' compensation insurance coverage during the term of this Agreement. Certificates of such insurance shall be provided to BOCES upon request and shall contain the provision that BOCES be given 30 days' written notice of any intent to cancel or terminate by either UCP or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be considered a material breach and ground for immediate termination of this contract.

BOCES agrees to maintain, at its own expense, professional liability insurance, general liability, and workers' compensation insurance coverage during the term of this Agreement. Certificates of such insurance shall be provided to UCP request and shall contain the provision that UCP be given 30 days' written notice of any intent to cancel or terminate by either BOCES or the insuring company. Failure to furnish insurance certificates or to maintain such insurance shall be a default under this contract and shall be grounds for immediate termination of this contract.

7. **INDEMNIFICATION.** BOCES indemnify and hold harmless UCP, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from UCP's performance under this

Agreement, and shall defend UCP against any such claims, damages, losses and expenses with counsel reasonably satisfactory to UCP, in whole or in part; provided that nothing in this Agreement shall require BOCES to hold harmless or defend the UCP from any claims arising from the willful misconduct of the UCP or its employees. This indemnification shall extend to the omission or commission of any act, lawful or unlawful, by BOCES, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by BOCES in connection with the defense of said matters.

The UCP shall indemnify and hold harmless BOCES, its agents, and employees, from and against all claims, damages, losses and expenses, including but not limited to, attorneys' fees arising out of or resulting from BOCES'S performance under this Agreement, and shall defend BOCES against any such claims, damages, losses and expenses with counsel reasonably satisfactory to BOCES, in whole or in part; provided that nothing in this Agreement shall require UCP to hold harmless or defend BOCES from any claims arising from the willful misconduct of BOCES or its employees. This indemnification shall extend to the omission or commission of any act, lawful or unlawful, by UCP, its agents and/or employees, including but not limited to court costs and attorney's fees incurred by UCP in connection with the defense of said matters.

**8. SECURITY.** BOCES agrees to take reasonably prudent steps to protect the personal safety of the UCP staff involved in providing Consulting Services, at all times including providing BOCES personnel to assist with interaction with all BOCES participants and their families during regular BOCES hours. BOCES shall provide notification of any developing public safety issues or other pertinent matters of relevance to the UCP staff involved in providing Consulting Services in a prompt and timely fashion in an effort to protect the safety of the UCP staff.

**9. DEFAULT.** Upon the occurrence of default under the provisions of this Agreement, and at the same time or in the alternative, a termination prior to the stated term of the contract, UCP shall immediately be relieved of any and all liability to provide ongoing services under the terms of the Agreement related to the provision of services under the individual IEPs between the District and its students.

**10. Fingerprinting:** UCP agrees to cooperate to have any individuals providing services who will have a direct contact with students to furnish fingerprints and submit to a criminal background check and clearance. This shall include, but is not limited to, completing paperwork and filing such paperwork with an appropriate agency, for the purpose of submitting fingerprints for criminal clearance. UCP shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

**11. FORCE MAJEURE.** Neither Party shall be liable for failure of delay in the performance of its obligations due to causes beyond reasonable control, including but not limited to acts of God, pandemic, war, terrorism, governmental actions, natural disasters, labor disputes, or system failures. Either Party may terminate this Agreement immediately upon notice if a Force Majeure event prevents performance for more than thirty (30) days.

**12. MISCELLANEOUS PROVISIONS**

12.1 Governing Law. The validity, enforceability and interpretation of any of the clauses of this Agreement shall be determined and governed by the applicable provisions of New York law.

12.2 Entire Agreement. This Agreement and its Addenda contain all the terms and conditions agreed upon by the parties hereto regarding the subject matter of this Agreement. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect. This Agreement may be altered with the written consent of both parties.

12.3 Assignment. This Agreement is binding upon the Parties and their respective successors and assigns, but UCP's obligations under this Agreement are not assignable without the prior written consent of BOCES. Any assignment without BOCES'S consent shall be null and void.

12.4 Waiver. No delay or omission of BOCES to exercise any right hereunder shall be construed as a waiver of any such right and BOCES reserves the right to exercise any such right from time to time, as often as may be deemed expedient.

12.5 Severability. Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the Parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

IN WITNESS WHEREOF, the parties hereto, by their authorized representatives, have executed this Agreement, effective as of the date first above written:

**UPSTATE CARING PARTNERS, INC.**

Signature:   
**Geno DeCondo, Chief Executive Officer**  
**Upstate Caring Partners**

Date: 4/10/26

**ONEIDA-HERKIMER-MADISON BOCES**

Signature: \_\_\_\_\_  
**Michelle Anderson, President**  
**Cooperative Board of Oneida-Herkimer-Madison**

Date: \_\_\_\_\_




## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org

### MEMORANDUM

**IX. D. 14.**  
**Approval of Upstate Caring Partners**  
**Holding Co (dba Root Farm) (UCPHC)**  
**May 13, 2026**



**To:** Cooperative Board

**From:** Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

**Date:** April 23, 2026

**Subject:** Approval of Upstate Caring Partners Holding Co (dba Root Farm)  
(UCPHC)

**Prepared by:**

Christopher Hill   
Kevin Healy 

#### **Background**

Upstate Caring Partners Holding Co (dba Root Farm) or UCPHC is a not-for-profit corporation whose mission is committed to helping people of all ages and abilities through agricultural, equine, and recreational experiences. They offer diverse learning opportunities that foster a connection with nature, promote peace and understanding with animals, cultivate patience through gardening, and build confidence through various activities. UCPHC also engages technical assistance in educational assessment, behavior support, classroom design, instructional practices to accommodate students with differing abilities.

#### **Discussion**

As the Community School Resources CoSer continues to grow to meet the needs of component districts, UCPHC (dba Root Farm)'s program will be an additional resource that school districts may utilize through OHM BOCES in support of students, teachers and families. UCPHC not only provides diverse learning experiences, but also focuses on interventions, team building, leadership training and professional development for both students and adults.

Options for services include, but are not limited to:

- Agricultural programming
- Equine programming
- Recreational programming
- Team building experiences

**Recommendation**

It is recommended that the Cooperative Board approve the service contract for UCPHC for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

**Resolution**

That the Cooperative Board approve the service contract for UCPHC for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

**CONSULTING SERVICES AGREEMENT  
BETWEEN**

**UPSTATE CARING PARTNERS HOLDING CO (dba ROOT FARM)  
AND  
ONEIDA-HERKIMER-MADISON BOCES**

**THIS SERVICES AGREEMENT** is entered into July 1, 2026 between Oneida-Herkimer-Madison BOCES, with its principal office 4747 Middle Settlement Road, New Hartford, New York 13413 (or the "Agency"), with **Upstate Caring Partners Holding Co (dba Root Farm) (UCPHC)** its principal office located 125 Business Park Drive, Utica, New York, 13502 ("Contractor").

**WITNESSETH:**

**WHEREAS, UCPHC (dba Root Farm), is a not-for-profit corporation whose mission is committed to helping people of all ages and abilities through agricultural, equine, and recreational experiences.**

**WHEREAS, BOCES wishes to engage the technical assistance of UCPHC (dba Root Farm) in educational assessment, behavior support, classroom design, instructional practices to accommodate students with differing abilities at BOCES for the benefit of students, families and teachers ("Consulting Services"),**

**NOW, THEREFORE, in consideration of the mutual promises herein stated, it is agreed by and between the parties as follows:**

**I. ENGAGEMENT**

Oneida-Herkimer-Madison BOCES hereby engages the Contractor to perform the below-specified services for Oneida-Herkimer-Madison BOCES and its affiliates, and UCPHC (dba Root Farm). hereby accepts such engagement, upon the terms and conditions set forth in this Agreement.

**II. TERM**

This Agreement shall be in effect through June 30, 2027. Either party may terminate the service under this Agreement with 30 days' written notice. BOCES pays any outstanding amounts due for Consulting Services within 30 days of termination by either party.

**III. RESPONSIBILITIES**

Contractor will comply with Federal and New York State laws to obtain the legally proper consent for treatment by parents and students.

Contractor will provide agricultural, equine and recreational experiences to address team building, self-confidence and overall mental health and wellbeing to program participants for Oneida-Herkimer-Madison BOCES component districts. Contractor will address mental health and wellbeing needs as appropriate.

Services to school district may include, but are not limited to:

- Agricultural programming;
- Equine programming;
- Recreational programming;
- Team building experiences;
- Class field trips;
- And other custom experiences utilizing programming options available at the Root Farm to address partner districts desired goals and objectives.

It is the expectation of both Parties that they each will make every effort to achieve the above objectives, and that in so doing, they will provide valuable services to their communities.

#### **IV. CONFIDENTIALITY AND PRIVACY**

The Parties agree to adhere to all applicable federal and state privacy laws and regulations, including, but not limited to 42 CFR Part 2 and HIPAA.

All records relating to the services contemplated by this agreement are and shall remain property of the School District.

Contractor shall not during or after the term of this MOU, use or disclose any confidential information to any person, firm, corporation or other entity for any reason or purpose whatsoever.

Contractor shall comply with any and all legal requirements affiliated with the records, including but not limited to ensuring compliance with the Family Educational Rights and Privacy Act ("FERPA").

#### **V. INDEPENDENT CONTRACTOR**

Contractor shall perform the duties contemplated by this agreement as an independent contractor, to whom no benefits shall accrue except for those benefits expressly set forth in this agreement.

#### **VI. COMPENSATION**

Contractor will invoice Oneida-Herkimer-Madison BOCES for each service on a monthly basis. Costs of programming will be determined between The Root Farm and component districts based on specific programming provided.

**VII. INDEMNIFICATION**

Contractor shall indemnify, defend, and hold the Agency harmless from and against any and all liability arising out of the Contractor's failure to comply with the terms of this Agreement.

Agency shall indemnify, defend, and hold the Contractor harmless from and against any and all liability arising out of the Agency's failure to comply with the terms of this Agreement.

**VIII. INSURANCE**

UCPHC (dba Root Farm) shall maintain, at its own expense, professional liability, general liability, and workers' compensation insurance coverage during the term of this Agreement. Certificates of insurance shall be provided to BOCES upon request. Failure to maintain such insurance shall be considered a material breach and grounds for immediate termination.

Oneida-Herkimer-Madison BOCES and its affiliates shall maintain, at its own expense, professional liability, general liability, and workers' compensation insurance coverage during the term of this Agreement. Certificates of insurance shall be provided to UCPHC (dba Root Farm) upon request. Failure to maintain such insurance shall be considered a material breach and grounds for immediate termination.

**IX. FORCE MAJEURE**

Neither Party shall be liable for failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to acts of God, pandemics, war, terrorism, governmental actions, natural disasters, labor disputes, or system failures. Either Party may terminate this Agreement immediately upon notice if a Force Majeure event prevents performance for more than thirty (30) days.

**X. ASSIGNMENT**

Contractor shall not assign, transfer or subcontract any of the rights and obligations under this agreement without prior written consent by the Facility. Any unauthorized assignment or subcontract shall be null and void.

**XI. COMPLIANCE**

Each party hereby represents and warrants to the other party that: (a) it has the power and authority to enter into this agreement and is permitted by applicable law and regulations to enter into this agreement; and (b) it will comply with all applicable laws in the performance of its obligations under this agreement, and in particular, applicable federal and state regulations regarding student records and medical records, student privacy, and the commercial use of student information including the Family Education Rights and Privacy Act and New York State Education Law Section 2-d.

**XII. FINGERPRINTING AND CRIMINAL BACKGROUND CHECKS**

Contractor shall comply with any applicable requirements in the New York State Education law for fingerprinting and criminal background checks for each of its employees and agents working in School District facilities. Proof of such compliance shall be provided to the School District before any such employee or agent performs services under this agreement.

**XIII. NOTICES**

Any notices required to be given pursuant to the term and conditions hereof shall be in writing and shall be sent by certified or registered mail, return receipt requested, to the respective Parties as follows:

*If to School District:*  
Oneida-Herkimer-Madison BOCES  
Attention: Kevin Healy  
4747 Middle Settlement Rd.  
New Hartford, NY 13413

*If to Contractor:*  
Upstate Caring Partners Holding Co (dba Root Farm)  
Attention: Nina M Wallace  
Address: 125 Business Park Drive  
Utica, NY 13502

Notices shall be deemed effective when mailed.

**XIV. GOVERNING LAW**

This agreement is governed by the Laws of the State of New York. All disputes shall be venued in a court of competent jurisdiction in Oneida County, New York.

**XV. REVIEW AND APPROVAL**

The below signatures of authorized representatives from each Party indicate the acceptance of and commitment to this agreement's terms by each signatory.

**XVI. SEVERABILITY**

If a court or administrative agency determines that any of the provisions contained in this agreement are illegal or unenforceable, the other provisions of this agreement shall continue in full force and effect.

**IN WITNESS WHEREOF**, this Agreement has been executed on this \_\_\_\_\_, 2026.

**For Upstate Caring Partners Holding Co (dba Root Farm)**

  
\_\_\_\_\_  
Signature

Geno DeCondo, Executive Director, UCPHC (dba Root Farm)

4/23/26  
\_\_\_\_\_  
Date

**For Oneida-Herkimer-Madison BOCES:**

\_\_\_\_\_  
Signature  
Michelle Anderson  
President, Cooperative Board of Oneida-Herkimer-Madison BOCES

\_\_\_\_\_  
Date

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**Oneida-Herkimer-Madison BOCES**

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org

**MEMORANDUM**



**IX. D. 15.  
Approval of Utica Safe Schools  
Healthy Students Contract  
May 13, 2026**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 20, 2026

Subject: Approval of Utica Safe Schools Healthy Students contract

Prepared by: Christopher Hill   
Kevin Healy 

**Background**

Utica Safe Schools Healthy Students Partnership, Inc. is a unique school and community-based provider working to foster a seamless approach to service coordination amongst families, students, schools, and the community. It is a not-for-profit organization and provides evidence-based programming designed to support at-risk youth in completing high school and preparing for post-secondary education or the workforce. By developing individualized plans, they address specific barriers to learning and provide support for students' social and emotional needs within the school environment.

**Discussion**

As the Community School Resources CoSer continues to grow to meet the needs of component districts, the Utica Safe Schools Healthy Students Partnership, Inc. program will be an additional resource that school districts may utilize through OHM BOCES in support of students and their families. Utica Safe Schools Healthy Students Partnership, Inc. is able to provide individualized support so students can focus on academics.

Options for services include:

- Intensive Response Team (IRT) services  
To help students who are at-risk of a suspension or placement outside of school without an intervention. Family group conferencing, restorative practices, and trauma-informed approaches will be applied to actively manage behavior, attendance plans, and disengagement, aiming to keep students in school.

- Prevention Services

To support students experiencing life difficulties such as grief and loss as well as provide de-escalation and conflict resolution assistance.

- Support Services

To support classroom teachers during activities (including lunchroom) through SEL strategies, and to support building leadership through discussion.

### **Recommendation**

It is recommended that the Cooperative Board approve the service contract for Utica Safe Schools Healthy Students Partnership, Inc. for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

### **Resolution**

That the Cooperative Board approve the service contract for Utica Safe Schools Healthy Students Partnership, Inc. for the 2026-2027 school year and make their services available to our component districts through the Community School Resources CoSer.

### Agreement for Services

THIS AGREEMENT, made and entered into, by and between **Utica Safe Schools Healthy Students Partnership, Inc., d/b/a Safe Schools Mohawk Valley**, an agency of the county of Oneida, New York (hereinafter called "Contractor") and the **Oneida-Herkimer-Madison Board of Cooperative Educational Services** (hereinafter called "BOCES").

WHEREAS, OHM BOCES has need for a more intensive and coordinated approach to creating a safe and secure setting for the educational process to take place, and

WHEREAS, OHM BOCES desires to provide the services of the Initial Response Team Safe Schools Healthy Students Specialists to its participating component districts and the BOCES, and

WHEREAS, the Contractor is desirous to provide services in this area to OHM BOCES and its component districts, and

WHEREAS, the parties agree that the parties' goals are the following:

- Create safer and healthier school environments overall that will enhance a youth's ability to succeed academically.
- Enhance partnerships between schools and local communities to collectively meet the needs of youth and families served.
- To offer programs and services that will continue to meet the safety, social, and emotional needs of our youth and families:

The Contractor agrees to:

- Assign a designated agency staff person who will report directly to BOCES staff designee for budget and contract oversight.
- Support the BOCES in working directly with school district administration and school staff in each participating school building to ensure effective delivery of the above named services.
- Demonstrate a coordinated implementation plan to administer The Initial Response Team service to participating component districts.
- Provide oversight of the identification of appropriate referrals to the program.
- Interview and hire program staff as needed and assign staff to districts accordingly.
- Oversee all data collection and reporting for the program and provide progress reports as requested by the district administration and BOCES.
- Create and maintain a knowledge base of community-based services for children and families of referrals to support school staff and families.
- Work with other community-based organizations to help meet the needs of students and families.
- Act as a resource and liaison between the school district staff and other community partners involved in the implementation of the abovenamed programs such as the Oneida County Probation, School Resource Officers and community agencies, etc.
- Be available to school building administration and all other school staff for consultation and support regarding the security, safety, and emotional well-being of students and families.
- Attend any required meetings upon request.

NOW, THEREFORE, in exchange for the consideration hereinafter stated:

1. OHM BOCES, hereby agrees to secure the services of the Contractor with compensation at a minimum for the service areas listed below of 2,644,123.00, except under the condition of Clause 13 and 14.
2. The Contractor agrees to use any funds for the sole purpose of program functions which include: personnel, fringe benefits, consultant services, travel expenses, equipment, supplies and other expenses as deemed necessary and pre-approved by the OHM BOCES.
3. The Contractor will adhere to the invoice submission guidelines provided by the OHM BOCES.
4. The parties agree that all information exchanged is considered confidential and protected under Federal and New York State Confidentiality Laws including FERPA, HIPPA, and issues pertaining to Alcohol and Substance Abuse.
5. The Contractor and any subsequent substitute(s) shall not discriminate or refuse assistance to individuals with AIDS or an HIV infection from an HIV
  - related test. The Contractor agrees that their staff to whom confidential HIV
  - related information may be given as a necessity for providing services and in accordance with 403 of Title 18 NYSDSS regulation and Section 2782 of the Public Health Law are fully informed of the penalties and fines for disclosure in violations of State Law and Regulations.
6. The Contractor and any substitute contractor must include the following written statement when disclosing any confidential HIV-related information. "This information has been disclosed to you from confidential records which are protected by State Law. State Law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of State Law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for further disclosure."
7. Indemnification:

Each party (for purposes of this Paragraph, the party of the first part shall be referred to as the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (for purposes of this Paragraph, the party of the second part shall be referred to as the "Indemnified Party") from and against: (a) any and all liability arising out of the Indemnifying Party's failure to comply with the terms of this Agreement, and any injury, loss, claims, or damages arising from the negligent or intentional operations, acts, or omissions of the Indemnifying Party relating to or arising out of such party's performance of its obligations under this Agreement; and

(b) any and all costs and expenses, including reasonable legal expenses, incurred by or on behalf of the Indemnified Party in connection with the defense of such claims. Notwithstanding the foregoing, no party shall be liable to any other party hereunder for any claim covered by insurance, except to the extent of any deductible and to the extent that the liability of such party exceeds the amount of such insurance coverage.
8. Notwithstanding any other provision of this Agreement, the Contractor shall comply with all New York State Laws, rules and regulations governing Child Abuse, Neglect and Maltreatment and the Dignity For All Students Act.
9. The parties agree that all client records must be available for a period the greater of: (1) the duration required by the LGS-1 Records Retention Schedule; or (2) four (4) years. All records must be made available for audit by the New York State Department of Education and New York State Audit and Control upon request.
10. Fingerprinting: The Contractor agrees to cooperate with OHM BOCES to have any individuals providing services who will have a direct contact with students to furnish fingerprints and submit

to a criminal background check by an official New York State agency, for the purpose of clearance, prior to performing one on one services. This shall include, but is not limited to, completing paperwork and filing such paperwork with an appropriate agency, for the purpose of submitting fingerprints for criminal clearance. The Contractor shall be solely responsible for any costs associated with the required fingerprinting and criminal clearance.

11. This agreement contains all terms and conditions agreed upon by the parties. All items incorporated by reference are to be attached. No other understandings, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the parties hereto. No waiver, alterations or modifications of any provisions of this Agreement shall be binding unless in writing and signed by the duly authorized representative of the parties sought to be bound.
12. This Agreement shall be binding upon both parties when fully signed and executed and upon approval of the appropriate governing bodies required.
13. Termination:  
In the event of any contractual dispute or issue, the Parties agree to enter into good faith discussions to resolve the matter within thirty (30) days of written notice by either Party identifying the issue. If the issue is not resolved within this thirty (30) day resolution period, either Party may terminate this Agreement by providing an additional thirty (30) days' written notice to the other Party. Additionally, either Party may terminate this Agreement without cause by providing sixty (60) days' written notice to the other Party. Should funds become unavailable or should appropriate governing bodies fail to approve sufficient funds for completion of the services or programs set forth in this Agreement by OHM BOCES or any component school district, OHM BOCES and/or any component school district shall have the option to immediately terminate this Agreement as to their organization upon providing written notice to Contractor. In such an event, OHM BOCES and the component school district shall be under no further obligation to the Contractor other than payment for costs and services actually incurred prior to termination and in no event will the OHM BOCES or the component school district be responsible for any actual or consequential damages as a result of termination.
14. OHM BOCES and the Contractor agree that this Agreement may be terminated by OHM BOCES and/or its component school districts, or the Contractor -upon thirty (30) days written notice to the other party at said party's designated address. In case of termination of said Agreement, OHM BOCES will be provided with all documents, notes memoranda and reports (if any) with respect to the scope of work specified in this contract up to the termination of said Agreement. In the event the Agreement is terminated early, OHM BOCES payment obligations will cease as of the effective date of such termination with respect to the terminated services. The parties further agree that this Agreement shall be effective as of July 01, 2026 and shall continue in effect until June 30, 2027, unless earlier terminated pursuant to the provisions herein.
15. Term - This Agreement shall be effective as of July 1, 2026 and shall continue in effect until June 30, 2027, unless earlier terminated pursuant to the provisions herein.
16. Force Majeure - Neither Party shall be liable for failure or delay in the performance of its obligations due to causes beyond its reasonable control, including but not limited to acts of God, pandemics, war, terrorism, governmental actions, natural disasters, labor disputes, or system failures. Either Party may terminate this Agreement immediately upon notice if a Force Majeure event prevents performance for more than thirty (30) days.
17. Insurance - The Contractor shall maintain, at its own expense, professional liability, general liability, and workers' compensation insurance coverage during the term of this Agreement. Certificates of insurance shall be provided to OHM BOCES upon request. Failure to maintain

such insurance shall be considered a material breach and grounds for immediate termination

18. Severability - If any provision of this Agreement is held to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect, and the Agreement shall be interpreted to best reflect the original intentions of the Parties.

19. The following Addendums are incorporated herein by reference: Addendum A: Parents' Bill of Rights for Data Privacy and Security Addendum B: Supplemental Information Addendum Addendum C: Agency's Data Security and Privacy Plan

\_\_\_\_\_  
**Michelle Anderson, President**  
Cooperative Board of Education  
Oneida-Herkimer-Madison BOCES

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
**By: Anne Lansing, CEO**  
Utica Safe Schools Healthy Students Partnership, Inc.  
d/b/a: Safe Schools Mohawk Valley

3/30/26  
Date



## Student Engagement / Intervention Services 2026 – 2027 School Year

Safe Schools will provide support to the school district to support the students, families, and school staff to keep kids engaged in school. Students disengage from school in a variety of ways and a number of reasons that can lead to chronic absenteeism and significant behavior issues in school without an intervention at the onset of the behavioral concerns.

**REFERRALS:** We will receive referrals from the school district regarding the students in need that would be appropriate for our services.

- **Behavior:** Students displaying negative behavior and/or the inability to make positive choices. Behavior is consistent or escalates over a 30-day period.

**Examples**

- Students consistently disrupting the classroom
  - Students consistently sent to the principal and behavior continues
  - Students sent to ISS (or time out) and behavior does not change
  - We want to work with students before an OSS or facing placement outside of school
- **Attendance:** Students who are significantly tardy, missing/skipping classes and/or on track to be or have a history of chronic absenteeism.

**Examples**

- Late for school or class 5 or more times in 30 days or less
  - Students missing 5 or more days of school since the beginning of the school year
- **Disengagement:** Students who have experienced a recent life changing event or attitude has changed toward school engagement

**Examples**

- A student experiencing a loss, family member with a chronic illness, a divorce, a family member moving away, or someone leaving the household
- A student who is being bullied at home, school or the community
- A student who loses interest in things they used to enjoy
- A student who is no longer doing well in school but has before
- A student who is having a hard time making or keeping friends
- Students returning from out of school placement
- New students having difficulty adjusting to their new school

All our student interventions are unique and individualized to target the specific needs of the student. We work together with the school staff and family through the length of the services to ensure services are working, productive and meeting the needs of the student, family and school.



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If the services are not working, we will adapt and change the service or find more supports through other community providers.

**OUTCOMES:** Based on the areas of need and behavior being addressed for each student

- Increase in school engagement
- Increase in school attendance
- Decrease in negative behavior
- Increase in social and emotional strengths and self-regulation

**SSMV Services (options based on needs of each building)**

*We recommend Option #1 for the High School and Option #2 for the Elementary and Middle Schools*

**OPTION #1:**

**Tier 3 services up to 25 students at any one time**

**Services include:**

- **IRT (Initial Response Team) Attendance – to address attendance**
  - **IRT Behavior Management – to address negative behaviors**
  - **IRT Engagement– to address student disengagement from school**
- 
- ✓ SSMV has a referral form for school use. We will work with each principal to determine who will make referrals to us such as social workers, guidance, AP or the principal.
  - ✓ If we determine a student is not appropriate for services, we will discuss the reasons with the referent. Each Youth Case Manager will review all referrals with their supervisor.
  - ✓ If we have a full caseload (25 students at any one time) the SSMV supervisor will work with the principal to determine how to handle more referrals such as a wait list.
  - ✓ Once a student is determined appropriate for SSMV services we will complete an assessment on each student and determine the service needed to address the behavior or concern. Services will be determined and monitored with the Youth Case Manager and their supervisor.
  - ✓ The Youth Case Manager will complete a family survey to include the needs of the family that may be preventing the student's success in school and help them address those issues, such as medical or mental health needs, housing, food insecurity, etc.
  - ✓ The Youth Case Manager will complete a resiliency questionnaire with the student to determine the strengths of each student to build on their resiliency skills.
  - ✓ Services will focus on social emotional supports with interventions that include building self-esteem, making positive choices, increasing self-regulation, teaching coping strategies and how to deal with anger and negative emotions productively.



110 Lomond Court  
Utica, NY 13502

TEL: (315) 733-SSMV (7768)  
FAX: (315) 735-7525

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- ✓ We will create a service plan to address the issues presented by the student and family and goals for the student to correct or improve the behaviors of concern.
- ✓ The Youth Case Manager will meet with the student at least 2 times per week for the duration of the program to talk through short term goals to achieve the program goals established with student, school and family input to achieve the desired outcome such as increase school attendance or a specific behavior change.
- ✓ The Youth Case Manager will include families in the services and meet with the family in the home or at school or on the phone (how the family prefers the contact) at least 2 times per month for the duration of the services. We will discuss how things are going on at school and at home. We will also discuss the students progress toward their goals and how the family is or can support the student.
- ✓ Our services can last from 90-160 days depending on need of student.

## OPTION #2

We recommend this option for elementary schools specifically and can be used for K-12<sup>th</sup> grades

**Tier 3 services (explained above) up to 15 students at any one time (3<sup>rd</sup> – 12<sup>th</sup> graders)**

**Tier 2 services for up to 20 students at any one time**

- ✓ Mediation services – typically 15 days of services if the issue is resolved – for students in 3-12<sup>th</sup> grade
- ✓ Short Term Mentoring (30-60 days)
  - For students not appropriate for a group
  - For students in K-2<sup>nd</sup> grade
  - For students who do not want to participate in a group
  - For students who need extra reinforcement or redirection during the day to help follow rules
  - Meet with students 2-3 times per week at school
- ✓ Groups for up to 4-6 students depending on age and topic (groups meet 2x per week for up to 8 weeks)
  - Resiliency Group – to build on social skills, self-esteem, making good choices, consequences, etc.
  - Grief and Loss – for students struggling with a loss of any kind
  - Mindfulness and Meditation
  - Leadership – how to be a positive leader and role model for other students
  - Lunch Groups – for students who are struggling in the cafeteria and need coping skills to be able to be in the cafeteria
  - Ages of groups are 3<sup>rd</sup> - 5<sup>th</sup>, 5-6<sup>th</sup>, 7<sup>th</sup> – 8<sup>th</sup>, 9<sup>th</sup> – 10<sup>th</sup>, 10<sup>th</sup> – 12<sup>th</sup>



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### **SSMV PROCESS IN SCHOOL BUILDINGS**

- ✓ Youth Case Managers will report to their school building daily when school is in session
- ✓ They will participate in monthly staff meetings at SSMV offices for on-going staff development. They will leave their school building at 12:30 to attend the meeting.
- ✓ Staff will attend weekly team meetings for supervision at Safe Schools offices. Days and times will be discussed with district/building leadership.
- ✓ SSMV staff will sign in and out of the school each time they arrive and leave the building.
- ✓ Supervisors will meet with each Youth Case Manager at least once per week.
- ✓ SSMV supervisors will work with the principal to determine who will be the Youth Case Manager's contact at the building to meet with each week to discuss cases, referrals and issues or concerns. This can be the social worker, AP, Principal or a combination.
- ✓ The Youth Case Manager can participate in child study meetings or the equivalent in the school building and any other school building meetings that will help them in their position.
- ✓ During school breaks or school/districts are closed the Youth Case Manager will report to SSMV offices.

### **STAFFING**

**Utica:** Total of 18 Youth Case Managers (YCM) and 3 Supervisors

1. One YCM per elementary building = 10 staff
2. 2 YCM's per middle school = 4 staff
3. 4 YCM's at Proctor High School = 4 staff
4. 3 Supervisors = 3 staff

### **STAFF SPACE NEEDS IN EACH BLDG.**

1. Each staff person needs a private space to talk with students confidentially and make phone calls to parents and other community providers and to complete service forms.
2. A private office is with enough space to run groups or meet with at least 4 students at once.
3. Laptop and printer
4. Phone line to call out of the building
5. Desk and chair, with locked file cabinet to keep student files
6. Table and chairs to meet with at least 4 students at one time.



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**BUDGET**

- a. Utica City School District – 18 FTE’s at \$93,768.00 per FTE and \$148,779.00 for contract ancillary costs. Total cost \$1,836,603.00
- b. Utica City School District - 3 Supervisory FTE’s at \$107,833.00 per FTE to provide supervision to the 18 FTE’s, to coordinate and align service provision, and to collect/compile data regarding the services being delivered. These persons report to the senior staff of Safe Schools Mohawk Valley. Total cost \$323,499.00
- c. UCSD Professional Development and Training - \$71,442.00

**UCSD TOTAL = \$2,231,544.00**

- d. Whitesboro School District – 2 FTE’s, Alternative Education Campus – 1 FTE, Brookfield Central School District 1 FTE, and Holland Patent Central School District – 0.40 FTE; \$93,768.00 per FTE at a total cost of \$412,579.00

**TOTAL CONTRACT COST = \$2,644,123.00**

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## Oneida-Herkimer-Madison BOCES


P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
[www.oneida-boces.org](http://www.oneida-boces.org)

Scott Morris  
*Assistant Superintendent  
for Support Services*  
T: 315.793.8572  
F: 315.793.8562  
[smorris@oneida-boces.org](mailto:smorris@oneida-boces.org)

**IX. D. 16.**  
**Approval of Internal Auditing  
Services 2026-2027**  
**May 13, 2026**


### MEMORANDUM

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 16, 2026

Subject: Approval of Internal Auditing Services 2026-2027

Prepared By: Scott Morris 

**Background:**

Pursuant to Education Law, section 2116-b, as added by Chapter 263 of the Laws of 2005, directs that each school district establishes an internal audit function to include, among other things, the development of risk assessment of district operations, a review of financial policies and procedures; the testing and evaluation of district internal controls; and an annual review of risk assessment.

School districts are subject to a number of laws governing the procurement of goods and services, including seeking multiple competitive bids to obtain quality goods and services at the lowest possible cost. However, there is a well-established exception to these competitive bidding requirements with respect to the procurement of professional services, such as those rendered by attorneys, engineers or accountants.

**Discussion:**

Questar III has performed the internal audit service since 2022 when BOCES were required to have an internal audit conducted annually. Questar III requires an annual inter-municipal agreement between OHM BOCES' Board and Questar III's Board. The agreement reflects an all-inclusive fixed fee of \$14,357 for the 2026-2027 service. This fee includes all out-of-pocket expenses. The BOCES is billed quarterly.

**Recommendation:**

That the Cooperative Board, approves the attached inter-municipal agreement for 2026-2027 internal audit services.

**Resolution:**

That the Cooperative Board, approves the attached inter-municipal agreement for 2026-2027 internal audit services.

Attached

## AGREEMENT

AGREEMENT made this \_\_\_\_\_(month) \_\_\_\_ (day), 2026 by and between the Rensselaer, Columbia and Greene Counties Board of Cooperative Educational Services, also known as and hereinafter referred to as “**QUESTAR III**” with its principal business address at 10 Empire State Boulevard, Castleton, New York 12033 and **Oneida-Herkimer-Madison BOCES**, hereinafter referred to as “**DISTRICT**” with a principal business address at PO Box 70, 4747 Middle Settlement Road, New Hartford, NY 13413.

### WITNESSETH:

WHEREAS, Education Law, section 1950(4) (k), as amended by Chapter 263 of the Laws of 2005, provides that a board of cooperative educational services (“BOCES”) has the power and duty to establish an internal audit function;

WHEREAS, Education Law, section 2116-b, as added by Chapter 263 of the Laws of 2005, directs that each school district establish an internal audit function to include, among other things, the development of risk assessment of district operations, a review of financial policies and procedures; the testing and evaluation of district internal controls; and an annual review of risk assessment;

WHEREAS, Education Law, section 2116-b authorizes school districts to use inter-municipal agreements to fulfill the internal audit function provided that such function comply with regulations of the Commissioner of Education and meet professional auditing standards;

WHEREAS, General Municipal Law, Article 5-G authorizes the District and Questar III to enter into an inter-municipal agreement to carry out any function or responsibility each has authority to undertake alone;

WHEREAS, QUESTAR III has established an internal audit function and appointed an internal auditor who will provide internal audit functions for QUESTAR III and is ready, willing and able to provide such functions for school districts as may be agreed upon;

WHEREAS, District is desirous of establishing an internal audit function and has determined that QUESTAR III can provide DISTRICT with professional expertise for such purpose; and

WHEREAS, DISTRICT has undertaken a reasonable review of the cost of obtaining professional audit services and has determined that obtaining such services through QUESTAR III will afford best value to the DISTRICT.

NOW, THEREFORE, in consideration of the mutual promises herein given, and other good and valuable consideration, it is agreed as follows:

1. **TERM.** The term of this AGREEMENT shall begin on **07/01/2026 and extend for, through and including 06/30/2027.**
2. **WORK.** QUESTAR III shall perform for DISTRICT the services described in Appendix A (SCOPE OF WORK). QUESTAR III shall undertake such WORK in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education. WORK shall take place at mutually agreeable dates and times.
3. **EQUIPMENT AND OTHER RESOURCES.** Unless otherwise provided in the SCOPE OF WORK, DISTRICT shall provide all of the equipment, supplies, and any other resources required to complete the WORK.
4. **COMPENSATION.** QUESTAR III shall be compensated for the WORK as provided in Appendix B, "SCHEDULE OF FEES." Unless otherwise provided in Appendix B, QUESTAR III's fee shall be all inclusive.
5. **PAYMENT.** Payment for the WORK provided pursuant to this AGREEMENT is dependent upon the satisfactory completion of the WORK and faithful compliance with the terms and conditions of the AGREEMENT by QUESTAR III.
6. **INDEPENDENT CONTRACTOR.** QUESTAR III agrees to provide such WORK to DISTRICT as an independent contractor. It is mutually agreed that for purposes of providing this WORK, any employee or contractor of QUESTAR III shall not be an employee of DISTRICT, and shall neither hold himself/herself out nor claim to be an officer, employee, agent or representative of DISTRICT nor make any claim, demand or application to or for any right based upon any different status.
7. **LIMITS ON COMPENSATION.** QUESTAR III agrees that neither it nor any employee or contractor of it are entitled to participate in any benefit plan provided to the employees of DISTRICT; Worker's Compensation through DISTRICT; unemployment insurance benefits through DISTRICT; nor any other benefit, right and/or privilege available to employees of DISTRICT.
8. **INDEMNIFICATION.** DISTRICT is responsible for establishing and maintaining internal controls for its financial operations. Questar III shall not indemnify District for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of District's employees, regardless of whether such theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations occurs before, during, or after completion of the WORK, and District shall not indemnify Questar III for theft, loss, unauthorized use or disposition of assets, or failure to comply with law or regulations on the part of Questar III's employees under any circumstances.

9. AVAILABILITY OF INFORMATION, RECORDS AND PERSONNEL. DISTRICT shall be responsible for making all financial records, related information and relevant personnel available to Questar III as may be necessary for Questar III to complete WORK. DISTRICT is responsible for the accuracy and completeness of any such information. DISTRICT acknowledges that Questar III will not perform a detailed examination of all transactions and that there is a risk that material misstatements, illegal acts, or noncompliance may exist and not be detected during WORK. The internal audit shall preserve the confidentiality of all DISTRICT information and/or records unless otherwise required by law.
10. REPORTING RESPONSIBILITIES. Internal auditors assigned to perform WORK for DISTRICT shall report directly to the Board of Education of DISTRICT. The PARTIES agree that such internal auditors shall have suitable qualifications that allow him or her to undertake internal audit functions, as directed by DISTRICT'S Board of Education, in accordance with generally accepted professional practices and applicable regulations of the Commissioner of Education.
11. SUBCONTRACTS. QUESTAR III shall not enter into subcontracts for the performance of work pursuant to this AGREEMENT unless such subcontractors are approved by DISTRICT before the WORK is started.
12. NON-ASSIGNMENT. This AGREEMENT may not be assigned by either PARTY or its right, title or interest therein assigned, transferred, conveyed or otherwise disposed of without the previous consent, in writing, of the OTHER PARTY and any attempt to assign the contract without such written consent will be null and void.
13. DISPUTE RESOLUTION. In the event either PARTY has a dispute relating to the execution of WORK or compensation for WORK, including but not limited to the applicability of professional standards for such WORK, it shall provide written notice to the other PARTY of such dispute and include a detailed description of the nature of the dispute and proposed method of resolution. Within seven (7) days of receiving such notice, the receiving PARTY shall contact the disputing party and a mutually acceptable time shall be set for the PARTIES to meet and discuss the resolution. Both PARTIES shall provide documentation or other information useful for resolution of such dispute. Both PARTIES shall make a good faith effort to resolve such dispute in a mutually acceptable and timely manner. In the event the PARTIES cannot agree to resolve such dispute, either PARTY may exercise its right to terminate pursuant to paragraph fourteen (14) of this AGREEMENT.
14. TERMINATIONS. Both PARTIES reserve the right to terminate this AGREEMENT upon providing thirty (30) days written notice to the other PARTY provided, however, that prior to providing such notice the PARTY seeking termination shall participate in dispute resolution as described in paragraph

thirteen (13) of this AGREEMENT.

15. CONVERSION TO CO-SER. In the event that a cooperative service agreement ("Co-Ser") is offered through QUESTAR III for the internal auditor services during the term of this AGREEMENT, each PARTY agrees that this AGREEMENT may be converted to a Co-Ser by mutual consent without compliance with the terms of paragraph fourteen (14).
16. NOTICES. Any notices or other communications that must be given in connection with this AGREEMENT shall be in writing and shall be deemed to have been validly made or given when delivered personally or when received if properly deposited with the United States Postal Service, postage prepaid certified or registered mail return receipt requested or with a nationally recognized overnight courier service to the address set forth below:

(a) If to QUESTAR III:

Questar III  
10 Empire State Blvd.  
Castleton, New York 12033  
Attn.: Harry Hadjioannou, Deputy Superintendent

With a copy to:

Questar III  
10 Empire State Blvd.  
Castleton, New York 12033  
Attn.: Jacob Verchereau, School Attorney

(b) If to District or BOCES

Mr. Scott Morris  
Assistant Superintendent for Support Services  
Oneida-Herkimer-Madison BOCES  
PO Box 70, 4747 Middle Settlement Road  
New Hartford, NY 13413

17. HEADINGS. Headings or titles of sections are for convenience of reference only and do not constitute a part of this AGREEMENT.

18. FULL AGREEMENT. This AGREEMENT, including all appendices, constitutes the full agreement between the PARTIES.

*<Signature Page to Follow>*

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT on the day and year written below.

Date: \_\_\_\_\_ QUESTAR III

By: \_\_\_\_\_

Name: Dr. Gladys I. Cruz

Title: District Superintendent

Date: \_\_\_\_\_ Oneida-Herkimer-Madison BOCES

By: \_\_\_\_\_

Name: Patricia N. Kilburn, Ed.D.

Title: District Superintendent

CERTIFICATION BY BOARD CLERK

I, \_\_\_\_\_, Clerk of the Board of Education for the **Oneida-Herkimer-Madison BOCES** do certify that an AGREEMENT for certain internal audit functions between the District and **Questar III** was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

Date: \_\_\_\_\_

Board Clerk: \_\_\_\_\_  
Signature

Name: \_\_\_\_\_

CERTIFICATION BY BOARD CLERK

I, Robin Emanatian, Clerk of the Board of Education for the Questar III, Rensselaer Columbia Greene Board of Cooperative Educational Services, do certify that an AGREEMENT for certain internal audit functions between the **Oneida-Herkimer-Madison BOCES** and **Questar III** was duly approved by a majority vote of the voting strength of the Board of Education on \_\_\_\_\_.

Date: \_\_\_\_\_

Signed: \_\_\_\_\_

Name: Robin Emanatian, Board Clerk

**APPENDIX B  
SCHEDULE OF FEES**

- A. DISTRICT agrees to pay QUESTAR III the following fees for WORK identified in Appendix A of this AGREEMENT:

All-inclusive cost to perform this service is \$14,357.

This fee includes one area of internal audit service as well as one updated risk assessment. This fee was developed based on our understanding of the size and complexity of the district. The fee could be higher or lower depending on the quality and availability of the information requested at the commencement of the engagement.

- B. QUESTAR III will provide DISTRICT with quarterly invoices for services. DISTRICT will pay QUESTAR III no later than thirty (30) days from the date of the billing statement.

## APPENDIX A SCOPE OF WORK

The QUESTAR III will provide the QUESTAR III internal auditor who shall perform the following WORK for DISTRICT on a per diem basis:

### A. Internal Audit Services

QUESTAR III will use sampling techniques to test significant operational controls to determine if DISTRICT's internal control structure is operating as designed. This service follows, and is based upon, DISTRICT's risk assessment undertaken no more than one year before the audit service.

Deliverables: Report to DISTRICT the strengths and/or weaknesses of its internal controls and make recommendations to remediate deficiencies. The internal auditor will also provide an annual update to the financial risk assessment.

### B. Financial Risk Assessment Update

QUESTAR III will review the previously issued financial risk assessment and update the report to reflect the District's progress on correcting previously identified risks. The updated assessment will also consider the current status of the operation and may include risks not previously identified. This service shall include the following:

- Discuss financial controls, operations and procedures with management and key staff members;
- Review past financial risk assessment comments;
- Update previously prepared risk assessment to reflect changes in the control environment;
- Assessment of the current operating environment for the purpose of determining if financial risks have changed and require reporting in the update assessment.

Deliverables: Report to DISTRICT results of financial risk assessment, to include recommendations for process improvements, if any.



## Oneida-Herkimer-Madison BOCES

P.O. Box 70 • 4747 Middle Settlement Road • New Hartford, NY 13413-0070  
www.oneida-boces.org

### MEMORANDUM

**IX. D. 17.**  
**Gift Acceptance from MotoWorld**  
**May 13, 2026**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 16, 2026

Subject: Gift Acceptance from MotoWorld

Prepared By: Chris Hill   
Mike Hoover 

#### **Background:**

The Board of Cooperative Educational Services of the Sole Supervisory District of Oneida, Herkimer, and Madison Counties Policy 4505 states: It shall be the policy of the OHM BOCES to accept gifts made in accord with statutory authority granted to school districts. The Board of Cooperative Educational Services must approve the acceptance of all gifts.

#### **Discussion:**

MotoWorld has notified the OHM BOCES of their wish to donate a 2020 Kawasaki KRF1000ALF Teryx KRX1000 to the MiTech Program. As a small utility vehicle, it will offer students in the MiTech program an opportunity to maintain a vehicle for the small engines module.

#### **Recommendation:**

It is recommended that the OHM BOCES Cooperative Board accept the donation of the 2020 Kawasaki KRF1000ALF Teryx KRX1000 to the MiTech Program.

#### **Resolution:**

That the Cooperative Board of the OHM BOCES accept the donation of the 2020 Kawasaki KRF1000ALF Teryx KRX1000 to the MiTech Program.

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## Oneida-Herkimer-Madison BOCES

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### MEMORANDUM



**IX. D. 18.  
Donation Acceptance from the Ed  
Wadas Foundation  
May 13, 2026**

To: Cooperative Board

From: Patricia N. Kilburn, Ed.D.   
District Superintendent and Chief Executive Officer

Date: April 29, 2026

Subject: Donation Acceptance from the Ed Wadas Foundation

Prepared By: Chris Hill   
Mike Hoover 

#### **Background:**

The Board of Cooperative Educational Services of the Sole Supervisory District of Oneida, Herkimer, and Madison Counties Policy 4505 states: It shall be the policy of the OHM BOCES to accept gifts made in accord with statutory authority granted to school districts. The Board of Cooperative Educational Services must approve the acceptance of all gifts.

#### **Discussion:**

The Ed Wadas foundation has notified the OHM BOCES of their wish to donate \$28,188.05 for the purpose of purchasing state-of-the-art equipment for the fitness center at OHM BOCES. This state-of-the-art fitness equipment will benefit all students who use the facility at OHM BOCES, including Criminal Justice students, special education, and P-TECH students.

#### **Recommendation:**

It is recommended that the OHM BOCES Cooperative Board accept the donation of \$28,188.05 from the Ed Wadas Foundation.

#### **Resolution:**

That the Cooperative Board of the OHM BOCES accept the donation of \$28,188.05 from the Ed Wadas Foundation for the purpose of state-of-the-art fitness center equipment.

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